

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2023

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____
Commission File Number 001-35169

RLJ LODGING TRUST

(Exact Name of Registrant as Specified in Its Charter)

Maryland
(State or Other Jurisdiction of Incorporation or Organization)
7373 Wisconsin Avenue, Suite 1500
Bethesda, Maryland
(Address of Principal Executive Offices)

27-4706509
(I.R.S. Employer Identification No.)

20814
(Zip Code)

(301) 280-7777

(Registrant's Telephone Number, Including Area Code)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of Class</u>	<u>Trading Symbol</u>	<u>Name of Exchange on Which Registered</u>
Common Shares of beneficial interest, par value \$0.01 per share	RLJ	New York Stock Exchange
\$1.95 Series A Cumulative Convertible Preferred Shares, par value \$0.01 per share	RLJ-A	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to § 240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

The aggregate market value of the 152,495,163 common shares of beneficial interest held by non-affiliates of the Registrant was approximately \$1,566,125,324 based on the closing price of \$10.27 as reported on the New York Stock Exchange for such common shares of beneficial interest on June 30, 2023.

As of February 20, 2024, 155,784,172 common shares of beneficial interest of the Registrant, \$0.01 par value per share, were outstanding.

Documents Incorporated by Reference

Portions of the Definitive Proxy Statement for our 2024 Annual Meeting of Shareholders are incorporated by reference into Part III of this report. We expect to file our proxy statement within 120 days after December 31, 2023.

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SPECIAL NOTE ABOUT FORWARD-LOOKING STATEMENTS

Certain statements in this Annual Report on Form 10-K, other than purely historical information, including estimates, projections, statements relating to our business plans, objectives and expected operating results, and the assumptions upon which those statements are based, are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). These forward-looking statements generally are identified by the use of the words "believe," "project," "expect," "anticipate," "estimate," "plan," "may," "will," "will continue," "intend," "should," "may" or similar expressions. Although we believe that the expectations reflected in such forward-looking statements are based upon reasonable assumptions, beliefs and expectations, such forward-looking statements are not predictions of future events or guarantees of future performance and our actual results could differ materially from those set forth in the forward-looking statements.

Factors that might cause actual outcomes to differ materially from our forward-looking statements include the following: the current global economic uncertainty, increased direct and indirect competition, changes in government regulations or accounting rules, changes in local, national and global real estate conditions, declines in the lodging industry, seasonality of the lodging industry, risks related to natural disasters, such as earthquakes and hurricanes, hostilities, including future terrorist attacks or fear of hostilities that affect travel, epidemics and/or pandemics, our ability to obtain lines of credit or permanent financing on satisfactory terms, inflation and changes in interest rates, access to capital through offerings of our common and preferred shares of beneficial interest, or debt, our ability to identify suitable acquisitions, our ability to close on identified acquisitions and integrate those businesses, and inaccuracies of our accounting estimates. A discussion of these and other risks and uncertainties that could cause actual results and events to differ materially from such forward-looking statements is included in "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" within this Annual Report on Form 10-K. Given these uncertainties, undue reliance should not be placed on such statements. Except as required by law, we undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise. Except where the context suggests otherwise, we define certain terms in this Annual Report on Form 10-K as follows:

- "our company," "we," "us" and "our" refer to RLJ Lodging Trust, a Maryland real estate investment trust, together with its consolidated subsidiaries, including RLJ Lodging Trust, L.P., a Delaware limited partnership, which we refer to as the "Operating Partnership";
- "our hotel properties" refers to the 97 hotels owned by us as of December 31, 2023;
- a "compact full-service hotel" typically refers to any hotel with (1) less than 300 guestrooms and less than 12,000 square feet of meeting space, or (2) more than 300 guestrooms where, unlike traditional full-service hotels, the operations focus primarily on the rental of guestrooms such that a significant majority of its total revenue is generated from room rentals rather than other sources, such as food and beverage;
- a "focused-service hotel" typically refers to any hotel where the operations focus primarily on the rental of guestrooms and that offers services and amenities to a lesser extent than a traditional full-service or compact full-service hotel. For example, a focused-service hotel may have a restaurant, but, unlike a restaurant in a traditional full-service or compact full-service hotel, it may not offer three meals per day and may not offer room service. In addition, a focused-service hotel differs from a compact full-service hotel in that it typically has less than 2,000 square feet of meeting space, if any at all;
- "TRS" refers to each of our taxable REIT subsidiaries that are wholly-owned, directly or indirectly, by the Operating Partnership and any disregarded subsidiaries of our TRSs;
- "Average Daily Rate" ("ADR") represents the total hotel room revenues divided by the total number of rooms sold in a given period;
- "Occupancy" represents the total number of hotel rooms sold in a given period divided by the total number of rooms available; and
- "Revenue Per Available Room" ("RevPAR") is the product of ADR and Occupancy.

For a more in depth discussion of ADR, Occupancy and RevPAR, please refer to the "Key Indicators of Operating Performance" section.

PART I

Item 1. Business

Our Company

We are a self-advised and self-administered Maryland real estate investment trust ("REIT") that owns primarily premium-branded, rooms-oriented, high-margin, focused-service and compact full-service hotels located within heart of demand locations. We are one of the largest U.S. publicly-traded lodging REITs in terms of both number of hotels and number of rooms. Our hotels are concentrated in markets that we believe exhibit multiple demand generators and attractive long-term growth prospects. We believe premium-branded, focused-service and compact full-service hotels with these characteristics generate high levels of RevPAR, strong operating margins and attractive returns.

As of December 31, 2023, we owned 97 hotel properties with approximately 21,400 rooms, located in 23 states and the District of Columbia. We owned, through wholly-owned subsidiaries, a 100% interest in 95 of our hotel properties, a 95% controlling interest in one hotel property, and a 50% non-controlling interest in an entity owning one hotel property. We consolidate our real estate interests in the 96 hotel properties in which we hold a controlling financial interest, and we record the real estate interest in the one hotel property in which we hold an indirect 50% non-controlling interest using the equity method of accounting. We lease 96 of the 97 hotel properties to our TRSs, of which we own a controlling financial interest.

For U.S. federal income tax purposes, we elect to be taxed as a REIT. Substantially all of our assets and liabilities are held by, and all of our operations are conducted through, the Operating Partnership. We are the sole general partner of the Operating Partnership. As of December 31, 2023, we owned, through a combination of direct and indirect interests, 99.5% of the units of limited partnership interest in the Operating Partnership ("OP units").

The Lodging Industry

The lodging industry in the United States consists of public and private entities that operate in an extremely diversified market under a variety of brand names. The key participants in the lodging industry are as follows:

- *Owners* — own the hotel property and typically enter into a management agreement with an independent third party to manage the hotel property. The hotel properties may be branded and operated under the manager's brand or branded under a separate franchise agreement.
- *Franchisors* — own a brand or brands and provide the franchised hotels with brand recognition, marketing support and worldwide reservation systems.
- *Managers* — responsible for the day-to-day operation of the hotel property, including the employment of the hotel staff, the determination of room rates, the development of sales and marketing plans, the preparation of operating and capital expenditure budgets and the preparation of financial reports for the owner.

Our Investment and Business Strategies

Our objective is to generate strong returns for our shareholders by acquiring and owning primarily premium-branded, focused-service and compact full-service hotels at prices where we believe we can generate attractive returns on investment and long-term value appreciation through proactive asset management. We also intend to selectively dispose of hotel properties when we believe the returns have been maximized or the hotel properties no longer meet our strategy in order to have investment capacity for other opportunities, which may include acquisitions. We intend to pursue this objective through the following investment and business strategies:

Investment Strategies

- *Targeted ownership of premium-branded, focused-service and compact full-service hotels.* We believe that premium-branded, rooms-oriented, high-margin, focused-service and compact full-service hotels located within heart of demand locations have the potential to generate attractive returns relative to other types of hotels due to their ability to achieve RevPAR levels at or close to those generated by traditional full-service hotels, while achieving higher profit margins due to their more efficient operating model and less volatile cash flows.
- *Use of premium hotel brands.* We believe in affiliating our hotels with premium brands owned by leading international franchisors such as Marriott, Hilton and Hyatt. We believe that utilizing premium brands provides significant advantages because of their guest loyalty programs, worldwide reservation systems, effective product segmentation, global distribution and strong customer awareness.

- *Focus on high-growth markets.* We focus on owning and acquiring hotel properties in markets that we believe exhibit multiple demand generators and attractive long-term growth prospects. As a result, we believe that these hotel properties generate higher returns on investment.

Business Strategies

- *Maximize returns from our hotel properties.* We believe that our hotel properties have the potential to generate improvements in RevPAR and earnings before interest, taxes, depreciation and amortization ("EBITDA") as a result of our proactive asset management. We actively monitor and advise our third-party management companies on most aspects of our hotels' operations, including property positioning, physical design, capital planning and investment, guest experience and overall strategic direction. We regularly review opportunities to further invest in our hotel properties in an effort to enhance quality and attractiveness, increase long-term value and generate attractive returns on investment.
 - *Pursue a disciplined hotel acquisition strategy.* We seek to acquire additional hotel properties at prices below replacement cost where we believe we can generate attractive returns on investment. We intend to target newly or recently built hotel properties and we will also target acquisition opportunities where we can enhance value by pursuing proactive investment strategies such as renovation, repositioning or rebranding.
 - *Pursue opportunistic capital recycling.* We may opportunistically and selectively sell hotel properties whose returns appear to have been maximized. To the extent that we sell our hotel properties, except as may be required by our debt agreements, we intend to redeploy the capital into other investment opportunities, including without limitation, acquisitions and internal value creation opportunities.
 - *Maintain a flexible balance sheet.* We intend to continue to maintain a flexible capital structure that allows us to execute our strategy. We believe that a strong balance sheet is a key competitive advantage that affords us a lower cost of capital and positions us for growth. We structure our debt profile to maintain financial flexibility and a balanced maturity schedule with access to different forms of financing.
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Our Hotels

Our hotel properties operate under strong, premium brands, with approximately 90.0% of our hotel properties operating under existing relationships with Marriott, Hilton or Hyatt. The following table sets forth the brand affiliations of our hotel properties as of December 31, 2023:

Brand Affiliations	Number of hotels	Percentage of total hotels	Number of rooms	Percentage of total rooms
Marriott				
Courtyard	12	12.4 %	2,664	12.4 %
Residence Inn	10	10.3 %	1,444	6.7 %
Marriott	4	4.1 %	1,500	7.0 %
Fairfield Inn & Suites	4	4.1 %	552	2.6 %
Renaissance	3	3.1 %	782	3.7 %
SpringHill Suites	2	2.1 %	273	1.3 %
AC Hotel	1	1.0 %	205	1.0 %
Moxy	1	1.0 %	170	0.8 %
Tribute Portfolio	1	1.0 %	132	0.6 %
Subtotal	38	39.1 %	7,722	36.1 %
Hilton				
Embassy Suites	19	19.6 %	5,289	24.7 %
Hilton Garden Inn	5	5.2 %	1,125	5.3 %
DoubleTree/DoubleTree Suites by Hilton	4	4.1 %	927	4.3 %
Hampton Inn/Hampton Inn & Suites	3	3.1 %	499	2.3 %
Curio Collection	2	2.1 %	468	2.2 %
Homewood Suites	2	2.1 %	345	1.6 %
Hilton	1	1.0 %	231	1.1 %
Tapestry Collection	1	1.0 %	124	0.6 %
Subtotal	37	38.2 %	9,008	42.1 %
Hyatt				
Hyatt House	7	7.2 %	1,204	5.6 %
Hyatt Place	3	3.1 %	466	2.2 %
Hyatt Centric	2	2.1 %	266	1.2 %
Subtotal	12	12.4 %	1,936	9.0 %
Wyndham				
Wyndham	5	5.2 %	1,893	8.8 %
Subtotal	5	5.2 %	1,893	8.8 %
Other Brand Affiliation/Independent	5	5.1 %	858	4.0 %
Total	97	100.0 %	21,417	100.0 %

Asset Management

We have a dedicated team of asset management professionals that proactively work with our third-party management companies to maximize profitability at each of our hotels to the extent permitted under the REIT rules. Our asset management team monitors the performance of our hotels on a daily basis and holds frequent ownership meetings with corporate operations executives and key personnel at the hotels. Our asset management team works closely with our third-party management companies on key aspects of each hotel's operation, including, among others, revenue management, market positioning, cost structure, capital and operational budgeting, as well as the identification and evaluation of return on investment initiatives and overall business strategy. In addition, we retain approval rights on key staffing positions at many of our hotels, such as the hotel's general manager and director of sales. We believe that our strong asset management process helps to ensure that each hotel is being operated to our and our franchisors' standards, that our hotel properties are being adequately maintained in order

to preserve the value of the asset and to ensure the safety of our customers, and that our management companies are maximizing revenues, profits and operating margins.

Competition

The U.S. lodging industry is highly competitive. Our hotel properties compete with other participants in the lodging industry for guests in each of their markets on the basis of several factors, including, among others, location, quality of accommodations, convenience, brand affiliation, room rates, service levels, amenities and the availability of lodging and event space. Competition is often specific to the individual markets in which our hotel properties are located and includes competition from existing and new hotels in the focused-service and compact full-service hotel segments and non-traditional accommodations for travelers, such as online services that market homes, apartments and condominiums as an alternative to hotel rooms. We believe that hotels, such as our hotels, that are affiliated with leading national brands, such as the Marriott, Hilton and Hyatt brands, will enjoy competitive advantages associated with operating under such brands.

We face competition for the acquisition of hotel properties from institutional pension funds, private equity funds, REITs, hotel companies and other parties who are engaged in the acquisition of hotel properties. Some of these competitors may have substantially greater financial and operational resources and access to capital, a lower cost of capital and/or greater knowledge of the markets in which we seek to invest. This competition may reduce the number of suitable investment opportunities offered to us and decrease the attractiveness of the terms on which we may acquire our targeted hotel investments, including the cost thereof.

Seasonality

The lodging industry is seasonal in nature, which can cause quarterly fluctuations in our revenues. For example, our hotels in the northeastern metropolitan areas experience lower revenues and profits during the winter months of December through March, while our hotels in Florida generally have higher revenues in the months of January through April. This seasonality can be expected to cause periodic fluctuations in a hotel's room revenues, occupancy levels, room rates, operating expenses and cash flows.

Our Financing Strategy

Over time, we intend to finance our long-term growth with equity issuances and debt financing with staggered maturities. Our strategy with respect to our debt profile is to primarily have unsecured debt and a greater percentage of fixed rate and hedged floating rate debt as compared to unhedged floating rate debt. Our debt is currently comprised of unsecured senior notes, unsecured credit agreements, and mortgage loans secured by certain hotel properties. We have a mix of fixed and floating rate debt; however, the majority of our debt currently either bears interest at fixed rates or effectively bears interest at fixed rates due to interest rate swaps on the debt.

Organizational Structure

We conduct our business through a traditional umbrella partnership real estate investment trust ("UPREIT") in which our hotel properties are indirectly owned by the Operating Partnership, through limited partnerships, limited liability companies or other subsidiaries. We are the sole general partner of the Operating Partnership and, as of December 31, 2023, we owned 99.5% of the OP units in the Operating Partnership. In the future, we may issue OP units from time to time in connection with acquiring hotel properties, financing, compensation or other reasons.

In order for the income from our hotel operations to constitute "rents from real property" for purposes of the gross income tests required for REIT qualification, we cannot directly or indirectly operate any of our hotel properties. Accordingly, we lease our hotels, and we intend to lease any hotels we acquire in the future, to subsidiaries of our TRSs ("TRS lessees"), which are owned by us. Our TRS lessees have engaged, or will engage, third-party management companies to manage our hotel properties, and any hotel properties we acquire in the future, on market terms.

Our TRS lessees pay rent to us that we intend to treat as "rents from real property," provided that the third-party management companies engaged by our TRS lessees to manage our hotel properties are deemed to be "eligible independent contractors" and certain other requirements are met. Our TRSs are subject to U.S. federal, state and local income taxes applicable to corporations.

Regulation

General

Our hotel properties are subject to various U.S. federal, state and local laws, ordinances and regulations, including regulations relating to common areas and fire and life safety requirements. We believe that each of our hotel properties has the necessary permits and approvals to operate its business.

Americans with Disabilities Act

Our hotel properties must comply with the applicable provisions of the Americans with Disabilities Act of 1990 and the Accessibility Guidelines promulgated thereunder (the "ADA"), to the extent that such hotels are "public accommodations" as defined by the ADA. The ADA may require the removal of structural barriers to access by persons with disabilities in certain public areas of our hotels where such removal is readily achievable. We believe that our hotel properties are in substantial compliance with the ADA and that we will not be required to make substantial capital expenditures to address the requirements of the ADA. However, non-compliance with the ADA could result in the imposition of fines or an award of damages to private litigants. The obligation to make readily achievable accommodations is an ongoing one, and we will continue to assess our hotels and to make alterations as appropriate in this respect.

Environmental Matters

Under various federal, state and local laws, ordinances and regulations relating to the protection of the environment, a current or previous owner or operator (including tenants) of real estate may be subject to liability related to contamination resulting from the presence or discharge of hazardous or toxic substances at that property and may be required to investigate and clean up such contamination at that property or emanating from that property. These costs could be substantial and liability under these laws may attach without regard to whether the owner or operator knew of, or was responsible for, the presence of the contaminants, and the liability may be joint and several. The presence of contamination or the failure to remediate contamination at our hotels may expose us to third-party liability for cleanup costs, property damage or bodily injury, natural resource damages and costs or expenses related to liens or property use restrictions and materially and adversely affect our ability to sell, lease or develop the real estate or to incur debt using the real estate as collateral.

Our hotel properties are subject to various federal, state, and local environmental, health and safety laws and regulations. Certain of our hotel properties may also be subject to various climate disclosure laws and regulations. Our hotel properties incur costs to comply with these laws and regulations and could be subject to fines and penalties for non-compliance. The costs of complying with environmental, health and safety laws could increase as new laws are enacted and existing laws are modified.

Some of our hotel properties contain asbestos-containing building materials. We believe that the asbestos is appropriately contained in accordance with current environmental regulations and that we have no need for any immediate remediation or current plans to remove the asbestos.

We believe that our hotel properties are in compliance, in all material respects, with all federal, state and local environmental ordinances and regulations regarding hazardous or toxic substances and other environmental matters, the violation of which could have a material adverse effect on us. Although we have not received written notice from any governmental authority of any material noncompliance, liability or claim relating to hazardous or toxic substances or other environmental matters in connection with any of our present properties, we can offer no assurance that a material environmental claim will not be asserted against us in the future.

Insurance

We carry comprehensive general liability, fire, extended coverage, business interruption, rental loss of income coverage and umbrella liability coverage on all of our hotels, including earthquake, wind, flood and hurricane coverage on hotels in areas where we believe such coverages are warranted, in each case with limits of liability that we deem adequate. Similarly, we are insured against the risk of direct physical damage in amounts we believe to be adequate to reimburse us, on a replacement cost basis, for the costs incurred to repair or rebuild each hotel, including loss of income during the reconstruction period. We have selected policy specifications and insured limits which we believe to be appropriate given the relative risk of loss, the cost of the coverage and industry practice. Certain of our properties in our portfolio are located in areas known to be subject to hurricanes and we believe that we have appropriate insurance for those risks, although they are subject to higher deductibles for named windstorms than our other properties. We do not carry insurance for generally uninsurable risks, including, but not

limited to losses caused by communicable or infectious diseases, war or governmental actions such as government seizures of property. In addition, we do not carry cyber insurance.

Human Capital

As of December 31, 2023, we had 79 employees. We strive to maintain a workplace that is free from discrimination or harassment on the basis of race, color, sex, religion, age, ethnicity, national origin, disability, sexual orientation, gender identification or any other status protected by applicable laws. We conduct annual trainings to prevent discrimination and harassment and monitor employee conduct year-round.

Our key human capital management objectives are to attract, recruit, hire, develop and promote a deep and diverse bench of talent that translates into a strong and successful workforce. To support these objectives, our human resources programs are designed to develop talent to prepare them for critical roles and leadership positions for the future; reward and support employees through competitive pay, benefit programs, and flexible work arrangements; enhance our culture through efforts to foster, promote, and preserve a culture of diversity and inclusion; and evolve and invest in technology, tools, and resources to enable employees at work.

Environmental, Social, and Governance ("ESG")

We are committed to driving long-term value creation for our shareholders by upholding our corporate responsibility and incorporating ESG initiatives in all key aspects of our strategy and business.

In January 2023, we released our inaugural Corporate Sustainability Report, which updated the Global Reporting Initiative ("GRI") disclosures for our portfolio, the Sustainable Accounting Standards Board ("SASB") Real Estate disclosures and disclosures in accordance with the Task Force on Climate-Related Financial Disclosures ("TCFD").

On the environmental front, we believe our investment strategy of owning primarily rooms-oriented, focused-service and compact full-service hotels leads to lower operational intensity and higher efficiency with respect to space usage than full-service hotels, resulting in an overall lower environmental impact across our portfolio. We continue to disclose our environmental policy, which includes our environmental objectives such as reducing energy, greenhouse gas, and water usage and making green building investments, as well as addressing the physical impacts of climate change. One of our properties that was converted to an independent brand in Southern California received an Energy Star certification, and we have identified additional hotels in the portfolio that are currently eligible for certification. Our capital expenditure priorities are focused heavily on projects that, in addition to strengthening our market positioning, also enhance profitability by bringing about energy and water usage reductions and savings. Throughout 2021 and 2022, we invested in over 300 efficiency projects. Through these and our wider initiatives and support from our hotel operators, across our portfolio since 2019, we have reduced our energy usage per square foot by 11% and our greenhouse gas emissions per square foot by 22%. We are taking measurable steps to address the impact of climate change on our portfolio. We are committed to setting specific and quantifiable targets including reducing our carbon emissions by 35% by 2030 and are working on steps to achieve this objective.

With respect to social causes, we continue to show our commitment to making an impact in the communities we serve. In 2023, we continued our support for Habitat for Humanity's Maryland chapter, sponsoring two volunteer days. Company associates helped to build housing at Habitat for Humanity's Maryland locations, a short distance from our corporate headquarters in Bethesda, MD. We also expanded our community outreach through initiating a \$5.0 million deposit with a local minority banking partner that aims to empower under-banked businesses and individuals locally.

Additionally, in connection with our adherence to the American Hotel Lodging Association ("AHLA") Safe Stay® initiative, we are committed to promoting the health and well-being of all members of our community – from our customers and associates to the employees of our third-party management companies. To that end, we incorporate all related AHLA Safe Stay policies and procedures into hotel operations so that all related parties benefit from our support. We have committed to initiatives that support associate well-being, including the AHLA 5-Star Promise – a voluntary industry pledge to improve and promote workplace safety around sexual violence, assault, and human trafficking. We are also committed to supporting our third-party management companies with integrating the 5-Star Promise principles throughout their hotel operations. Our labor and human rights policy outlines our approach to ensuring fair and equitable labor practices.

We continue to uphold high standards with respect to governance, which is reflected in our approach to maintaining a highly diverse board and our overall approach to risk management. With respect to our board, three trustees are women, five are ethnically diverse and seven are independent. Nearly 80% of our board has deep expertise and experience in risk management. In addition, our board, via the Nominating and Corporate Governance Committee (the "NCG Committee") of the

board, has the overall responsibility for overseeing ESG-related issues, policies and programs for our company. We have an internal ESG committee that reports ESG matters directly through our CEO to the board's NCG Committee and typically meets at least once each quarter. The NCG Committee, with critical support from management, is leading the effort to formulate our strategy with respect to adapting and responding to the risks and opportunities presented by ESG-related matters.

We intend to continue to enhance our ESG initiatives and our disclosures by striving to adhere to other widely recognized frameworks to provide additional transparency regarding our ESG initiatives. We also intend to enhance strategic decision making by identifying and addressing material risks and opportunities that mitigate long-term environmental impacts to our hotel properties. We will continue to seek ways to maximize the positive impact of our business in ways that foster long-term resiliency for both the portfolio and our stakeholders.

Corporate Information

Our principal executive offices are located at 7373 Wisconsin Avenue, Suite 1500, Bethesda, Maryland 20814. Our telephone number is (301) 280-7777. Our website is located at www.rljlodgingtrust.com. The information that is found on or accessible through our website is not incorporated into, and does not form a part of, this Annual Report on Form 10-K or any other report or document that we file with or furnish to the Securities and Exchange Commission (the "SEC"). We have included our website address in this Annual Report on Form 10-K as an inactive textual reference and do not intend it to be an active link to our website.

We make available on our website, free of charge, our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. We also make available on our website on the Corporate Governance page under the Investor Relations section various documents related to our corporate governance including our: Board Committee Charters; Corporate Governance Guidelines; Code of Business Conduct and Ethics; Complaint Procedures for Financial and Auditing Matters; Declaration of Trust; and Bylaws.

This Annual Report on Form 10-K and other reports filed with the SEC are available on the SEC's website, which contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC. The SEC's website address is www.sec.gov.

Item 1A. Risk Factors

Set forth below are the risks that we believe are material to our shareholders. You should carefully consider the following risks in evaluating our company and our business. The occurrence of any of the following risks could materially and adversely impact our financial condition, results of operations, cash flows, the market price of our common shares, and our ability to, among other things, satisfy our debt service obligations and to make distributions to our shareholders, which in turn could cause our shareholders to lose all or a part of their investment. Some statements in this report including statements in the following risk factors constitute forward-looking statements. Please refer to the section entitled "Special Note About Forward-Looking Statements" at the beginning of our Annual Report on Form 10-K.

Risks Related to Our Business and Hotel Properties

Economic volatility and high rates of inflation could significantly impact and disrupt our business, financial performance and condition, operating results and cash flows.

Our business strategy depends on achieving revenue and net income growth from demand for hotel rooms as part of a strong U.S. and global economy. Any economic slowdown or recession or weaker-than-anticipated growth could negatively impact demand for our hotel rooms, which in turn could materially and adversely affect our business, financial performance and condition, operating results and cash flows. Even if the U.S. economy and the global economy remain stable or grow in 2024, we cannot provide any assurances that demand for hotel rooms will increase from current levels. If demand does not increase in the near future, or if demand weakens, our future results of operations and our growth prospects could be materially and adversely affected.

Recent price volatility, dislocations and liquidity disruptions in the U.S. financial markets have caused stock market prices to fluctuate substantially and the spreads on prospective debt financings to widen considerably. Ongoing volatility and uncertainty in the financial markets may negatively impact our ability to access additional financing for our capital needs, including growth, acquisition activities and other business initiatives, on favorable terms or at all, which may negatively affect

our business. A prolonged downturn in the financial markets may cause us to seek alternative capital sources of potentially less attractive financing and may require us to further adjust our business plan accordingly. These events also may make it more difficult or costly for us to raise capital through the issuance of new equity or the incurrence of additional secured or unsecured debt, which could materially and adversely affect us.

In addition to market volatility, the United States and the rest of the world have recently experienced significant inflation. Inflation poses a risk to us due to increases in interest rates, as well as the possibility of future increases in interest rates, which have adversely impacted our outstanding variable rate debt and may result in higher interest rates on any new fixed rate debt we may incur. We have entered into interest rate swaps to limit our exposure to interest rate fluctuations related to a portion of our variable rate debt. However, in a high interest rate environment, the fixed rates we can obtain with such replacement fixed rate swap agreements, and the fixed rate on any new debt we may incur, will also continue to be high. Inflation may also have an adverse effect on our operating expenses, including, but not limited to, labor, supplies, repairs and maintenance, as these costs could increase at a rate higher than our revenues. Inflation could also have an adverse effect on consumer spending, which could impact Occupancy levels at our hotel properties and, in turn, our own results of operations.

We require a significant amount of cash to service our debt and sustain our operations. Our ability to generate cash depends on many factors beyond our control, and we may not be able to generate cash required to service our debt.

Our ability to meet our debt service obligations or refinance our debt depends on our future operating and financial performance and capacity to generate cash. Our performance and capacity to generate cash will be affected by our ability to implement our business strategy successfully, but also certain general economic, financial, competitive, regulatory and other factors beyond our control. If we cannot generate sufficient cash to meet our debt service obligations or fund our other business needs, we may, among other things, need to refinance all or a portion of our debt, obtain additional financing, or delay planned capital expenditures. We cannot assure you that we will be able to generate sufficient cash through any of the foregoing. If we are unable to refinance any of our debt or obtain additional financing on reasonable terms or at all, we may not be able to satisfy our debt obligations.

We will continue to be significantly influenced by the economies and other conditions in the specific markets in which we operate, particularly in the metropolitan areas where we have high concentrations of hotels.

Our hotels located in the Northern California, Southern California, South Florida, Chicago, Illinois, and Houston, Texas metropolitan areas accounted for approximately 13.2%, 11.0%, 9.0%, 6.8% and 5.8%, respectively, of our total number of rooms available for the fiscal year ended December 31, 2023. As a result, we are particularly susceptible to adverse market conditions in these areas, including industry downturns, relocation of businesses, constrained municipal budgets, any oversupply of hotel rooms, criminal activity, political and societal unrest, supply-chain issues and inflationary pressures, or a reduction in lodging demand. Additionally, our hotels located in the Austin, Texas metropolitan area, which accounted for 3.0% of our total number of rooms available for the fiscal year ended December 31, 2023, face the risk of the potential closure of the Austin Convention Center in 2025, which could result in a decrease in lodging demand in this market. Adverse economic developments in the markets in which we have a concentration of hotels, or in any of the other markets in which we operate, or any increase in hotel supply or decrease in lodging demand resulting from the local, regional or national business or political climate, could materially and adversely affect us.

We are dependent on the performance of the third-party management companies that manage the operations of each of our hotels and we could be materially and adversely affected if such third-party hotel managers do not manage our hotels in our best interests.

Because U.S. federal income tax laws restrict REITs and their subsidiaries from operating or managing hotel properties, we do not operate or manage our hotel properties. Instead, we retain third-party hotel managers to operate our hotel properties pursuant to management agreements. As of December 31, 2023, all of our hotel properties had individual management agreements, 31 of which were with Aimbridge Hospitality ("Aimbridge") and 21 of which were with Hilton.

The success of our hotel properties depends largely on our ability to establish and maintain good relationships with the hotel managers. From time to time, disputes may arise between us and our third-party managers regarding their performance or compliance with the terms of the management agreements, which in turn could adversely affect our results of operations. We generally will attempt to resolve any such disputes through discussions and negotiations; however, if we are unable to reach satisfactory results through discussions and negotiations, we may choose to terminate our management agreement, litigate the dispute or submit the matter to third-party dispute resolution, the outcome of which may be unfavorable to us.

In the event that any of our management agreements are terminated, we can provide no assurances that we could find a replacement manager or that our franchisors will consent to a replacement manager in a timely manner, or at all, or that any replacement manager will be successful in operating our hotels. Furthermore, if Aimbridge and/or Hilton, as our largest providers of management services, are financially unable or unwilling to perform their obligations pursuant to our management agreements, our ability to find a replacement manager or managers for our Aimbridge- and/or Hilton-managed hotels could be challenging, costly and time consuming.

Costs associated with, or failure to maintain, franchisor operating standards may materially and adversely affect us.

Under the terms of our franchise license agreements, we are required to meet specified operating standards and other terms and conditions. We expect that our franchisors will periodically inspect our hotel properties to ensure that we and the hotel management companies follow brand standards. Failure by us, or any management company that we engage, to maintain these standards or other terms and conditions could result in a franchise license being canceled or the franchisor requiring us to undertake a costly property improvement program. If a franchise license is terminated due to our failure to make required improvements or to otherwise comply with its terms, we also may be liable to the franchisor for a termination payment, which will vary by franchisor and by hotel. If the funds required to maintain franchisor operating standards are significant, we could be materially and adversely affected.

In addition, if we were to lose a franchise license, the underlying value of a particular hotel property could decline significantly from the loss of the associated name recognition, marketing support, participation in guest loyalty programs and the centralized reservation system provided by the franchisor, which could require us to recognize an impairment charge on the hotel property. Furthermore, the loss of a franchise license at a particular hotel property could harm our relationship with the franchisor, which could impede our ability to operate other hotels under the same brand, limit our ability to obtain new franchise licenses from the franchisor in the future on favorable terms, or at all, and cause us to incur significant costs to obtain a new franchise license for the particular hotel.

We are subject to the risks associated with the employment of hotel personnel, particularly with hotels that employ unionized labor.

Our third-party management companies are responsible for hiring and maintaining the labor force at each of our hotels. Although we do not directly employ or manage the employees at our hotels, we still are subject to many of the costs and risks generally associated with the hotel labor force, particularly those hotels with unionized labor. From time to time, hotel operations may be disrupted as a result of strikes, lockouts, public demonstrations or other negative actions and publicity. The resolution of labor disputes or re-negotiated labor contracts could lead to higher labor costs, either by increases in wages or benefits or by changes in work rules that raise hotel operating costs. We do not have the ability to affect the outcome of these negotiations.

Hotels where our managers have collective bargaining agreements with their employees are more highly affected by labor force activities than others. Furthermore, labor agreements may limit the ability of our hotel managers to reduce the size of the hotel workforce during an economic downturn because collective bargaining agreements are negotiated between the hotel managers and labor unions. Our ability, if any, to have any material impact on the outcome of these negotiations is restricted by and dependent on the individual management agreement covering a specific property, and we may have limited ability to control the outcome of these negotiations.

Labor shortages could slow our growth or harm our business.

Our success depends in part upon our third-party management companies' ability to attract, motivate and retain a sufficient number of qualified employees. Qualified individuals needed to fill these positions are in short supply in some areas. The inability to recruit and retain these individuals may adversely impact hotel operations and guest satisfaction, which could harm our business. Additionally, competition for qualified employees has required us to pay meaningfully higher wages to attract enough employees than has historically been the case, and continued tightness in labor markets could result in continued escalation of labor costs. In addition, we could face some challenges meeting workforce requirements resulting from changes in workforce dynamics, such as higher standards and working remotely or more flexibility, which could result in increased labor costs in the future.

Restrictive covenants in certain of our management and franchise agreements contain provisions limiting or restricting the sale or financing of our hotels, which could have a material and adverse effect on us.

Our management and franchise agreements may contain restrictive covenants that limit or restrict our ability to sell or refinance a hotel without the consent of the management company or franchisor. Some of our franchise agreements provide the franchisor with a right of first offer in the event of certain sales or transfers of a hotel and provide that the franchisor has the right to approve any change in the management company engaged to manage the hotel. Generally, we may not agree to sell, lease or otherwise transfer particular hotels unless the transferee is not a competitor of the management company or franchisor and the transferee assumes the related management and/or franchise agreements. If the management company or franchisor does not consent to the sale or financing of our hotels, we may still sell the hotels, but there could be adverse consequences.

Our ownership of hotel properties with ground leases exposes us to the risks that we may be forced to sell such hotel properties for a lower price, we may have difficulties financing such hotel properties, we may be unable to renew a ground lease or we may lose such hotel properties upon breach of a ground lease.

As of December 31, 2023, 13 of our consolidated hotel properties, as well as one unconsolidated hotel property, were on land subject to ground leases. Accordingly, we only owned a leasehold or similar interest in 14 hotel properties. In January 2024, we acquired a fee simple interest in the Wyndham Boston Beacon Hill for approximately \$125.0 million. We now own a leasehold or similar interest in 13 hotel properties. Our ground lease at Wyndham San Diego Bayside expires in 2029, and if this lease is not extended, this hotel property would be turned over to the ground lessor. Our ground lease agreements require the consent of the lessor or sub-lessor prior to transferring our interest in the ground lease. These provisions may impact our ability to sell our hotel properties which, in turn, could adversely impact the price realized from any such sale. In addition, at any given time, investors may be disinterested in buying hotel properties subject to a ground lease and may pay a lower price for such hotel properties than for a comparable hotel property with a fee simple interest or they may not purchase such hotel properties at any price. Secured lenders may be unwilling to lend, or otherwise charge higher interest rates, for loans secured by a leasehold mortgage as compared to loans secured by a fee simple mortgage. If we are found to be in breach of a ground lease, we could lose the right to use the hotel property. In addition, unless we can purchase a fee simple interest in the underlying land or extend the terms of these leases before their expiration, as to which no assurance can be given, we will lose our right to own these hotel properties and our interest in the improvements upon expiration of the leases. If we were to lose the right to use a hotel property due to a breach or non-renewal of the ground lease, we would be unable to derive income from such hotel property and we would be required to purchase an interest in another hotel property in an attempt to replace that income, which could materially and adversely affect us.

Most of our hotel properties operate under either Marriott, Hilton or Hyatt brands; therefore, we are subject to the risks associated with concentrating our portfolio in just three brand families.

87 of the 97 hotel properties that we owned as of December 31, 2023 utilize brands owned by Marriott, Hilton or Hyatt. As a result, our success is dependent in part on the continued success of Marriott, Hilton and Hyatt and their respective brands. We believe that building brand value is critical to increasing demand and building customer loyalty. Consequently, if market recognition or the positive perception of Marriott, Hilton or Hyatt is reduced or compromised, the brand value associated with the Marriott-, Hilton-, or Hyatt-branded hotels in our portfolio may be adversely affected. Furthermore, if our relationship with Marriott, Hilton or Hyatt were to deteriorate or terminate as a result of disputes regarding the management of our hotels or for other reasons, Marriott, Hilton or Hyatt could, under certain circumstances, terminate our current franchise licenses with them or decline to provide franchise licenses for hotels that we may acquire in the future. If any of the foregoing were to occur, it could have a material adverse effect on us.

The failure to make and integrate acquisitions of additional hotels could materially and adversely impede our growth.

We can provide no assurances that we will be successful in identifying attractive hotel properties or portfolios of hotel properties or that, once identified, we will be successful in consummating an acquisition or integrating the acquired property or portfolio into our business. We face significant competition for attractive investment opportunities from other investors, some of which have greater financial resources, a lower cost of capital and greater access to debt and equity capital than we do. As a result, we may be unable to acquire certain hotel properties or portfolios of hotel properties that we deem attractive or the purchase price may be significantly elevated or other terms may be substantially more onerous. In addition, we expect to finance future acquisitions through a combination of borrowings under our unsecured revolving credit facility or other secured or unsecured borrowings, the use of retained cash flows, and offerings of equity and debt securities, which may not be available on advantageous terms, or at all. Any delay or failure on our part to identify, negotiate, finance on favorable terms, consummate and integrate such acquisitions could materially and adversely impede our growth. Following an acquisition or expansion, we may incur acquisition-related costs and assume potential unknown liabilities and unforeseen increased costs or

expenses. The integration of such acquisitions, especially acquisitions of portfolios of hotel properties, may cause disruptions to our business, strain management time and resources and materially and adversely affect our operating results and financial condition.

Any difficulties in obtaining the capital necessary to make required periodic capital expenditures and to renovate our hotel properties could materially and adversely affect our financial condition and results of operations.

Our hotel properties have an ongoing need for renovations and other capital improvements, including the replacement of furniture, fixtures and equipment ("FF&E"), franchisor-required improvements, and renovation or redevelopment of acquisitions. Our lenders also generally require that we set aside annual amounts for capital improvements to our hotel properties. The costs of these capital improvements may increase due to ongoing supply-chain disruptions and increased construction costs, and could materially and adversely affect us. In addition, due to the current supply-chain constraints and disruptions, we could face difficulties sourcing the goods and services in a timely manner, which could adversely affect us.

We may not be able to fund the capital improvements to our hotel properties or acquisitions solely from the cash provided from our operating activities because we must distribute annually at least 90% of our REIT taxable income to shareholders in order to maintain our qualification as a REIT. Consequently, we expect to rely upon the availability of debt or equity capital to fund capital improvements and acquisitions. Particularly in light of current market volatility and the high interest rate environment, if we are unable to obtain the capital necessary to make the required periodic capital expenditures and to renovate our hotel properties on favorable terms, or at all, our financial condition, liquidity and results of operations could be materially and adversely affected.

Competition from other lodging industry participants in the markets in which we operate could adversely affect Occupancy levels and/or ADRs, which could have a material and adverse effect on us.

We face significant competition from owners and operators of other hotels and other lodging industry participants. In addition, we face competition from non-traditional accommodations for travelers, such as online services that market homes, apartments and condominiums as an alternative to hotel rooms. Our competitors may have an operating model that enables them to offer accommodations at lower rates than we can, which could result in our competitors increasing their Occupancy at our expense and adversely affecting our ADRs. Given the importance of Occupancy and ADR at focused-service and compact full-service hotels, this competition could adversely affect our ability to attract prospective guests, which could materially and adversely affect our business, financial condition and results of operations.

At December 31, 2023, we had approximately \$2.2 billion of debt outstanding, which could materially and adversely affect our operating performance and put us at a competitive disadvantage.

Required repayments of debt and related interest may materially and adversely affect our operating performance. At December 31, 2023, we had approximately \$2.2 billion of outstanding debt. In addition, we may incur substantial additional debt, including secured debt, in the future. After taking into consideration the effect of interest rate swaps, 88.5% of our payments are fixed or effectively fixed. Interest rates could increase, and this would increase our interest expense on any future fixed and variable rate debt, as well as existing variable rate debt, which could adversely affect our cash flows and our ability to pay distributions to shareholders. We have entered into interest rate swaps to limit our exposure to interest rate fluctuations related to a portion of our variable rate debt. However, if our interest rate swaps expire in a high interest rate environment, the fixed rates we can obtain with new interest rate swap agreements would be higher than the interest rates of the expired swaps.

Because we anticipate that our operating cash flow will be adequate to repay only a portion of our debt at maturity, we expect that we will be required to repay debt through debt refinancings and/or offerings of our securities. The amount of our outstanding debt may adversely affect our ability to refinance our debt.

If we are unable to refinance our debt on acceptable terms, or at all, we may be forced to dispose of one or more of our hotels on disadvantageous terms, which may result in losses to us and may adversely affect the cash available for distributions to our shareholders. In addition, if the prevailing interest rates or other factors at the time of refinancing result in higher interest rates upon refinancing, our interest expense would increase, which would adversely affect our future operating results and liquidity.

Our outstanding debt, and any additional debt borrowed in the future, may subject us to many risks, including the risk that:

- our cash flows from operations may be insufficient to make required payments of principal and interest;

- we may be required to use a substantial portion of our cash flows to pay principal and interest, which would reduce the cash available for distributions to our shareholders;
- we may be at a competitive disadvantage compared to our competitors that have less debt;
- we may be vulnerable to economic volatility, particularly if growth were to slow or stall and reduce our flexibility to respond to difficult market, industry, or economic conditions;
- the terms of any refinancing may not be in the same amount or on terms as favorable as the terms of the debt being refinanced; and
- the use of leverage could adversely affect our ability to borrow more money for operations and capital improvements, to finance future acquisitions of hotel properties, to make distributions to our shareholders, and to repurchase common shares, and it could adversely affect the market price of our common shares.

Our existing indebtedness contains covenants and our failure to comply with all covenants in our debt agreements could materially and adversely affect us.

Our existing indebtedness contains customary and financial covenants that may limit our ability to capitalize on business opportunities. These covenants place restrictions on, among other things, our ability to incur additional indebtedness, incur liens on certain assets, engage in certain mergers, liquidations or consolidations, sell certain assets, make restricted payments (including the payment of dividends and other distributions), engage in certain transactions with affiliates, enter into sale and leaseback transactions, make investments and capital expenditures, and acquire real estate assets.

In addition, our ability to borrow under our unsecured revolving credit facility is subject to compliance with our financial and other covenants, including covenants relating to debt service coverage ratios and leverage ratios. Our failure to comply with covenants in our existing or future indebtedness, as well as our inability to make required principal and interest payments, could cause a default under the applicable debt agreement, which could result in the acceleration of the debt and require us to repay such debt with capital obtained from other sources, which may not be available to us or may be available only on unattractive terms. Furthermore, if we default on secured debt, lenders can take possession of the hotel(s) securing such debt. In addition, debt agreements may contain specific cross-default provisions with respect to specified other indebtedness, giving the lenders the right to declare a default on their debt and to enforce remedies, including accelerating the maturity of such debt upon the occurrence of a default under such other indebtedness. If we default on several of our debt agreements or any significant debt agreement, we could be materially and adversely affected.

U.S. federal income tax provisions applicable to REITs may restrict our business decisions regarding the potential sale of a hotel property.

The provisions of the Internal Revenue Code of 1986, as amended (the "Code"), applicable to REITs require that we hold our hotel properties for investment, rather than primarily for sale in the ordinary course of business, which may cause us to forego or defer sales of hotel properties that otherwise would be in our best interests. Therefore, we may not be able to vary our portfolio promptly in response to economic or other conditions or on favorable terms, which may materially and adversely affect our cash flows, our ability to make distributions to shareholders and the market price of our common shares.

The U.S. federal income tax provisions applicable to REITs provide that any gain realized by a REIT on the sale of property held as inventory or other property held primarily for sale to customers in the ordinary course of business is treated as income from a "prohibited transaction" that is subject to a 100% excise tax. We intend to hold our hotel properties for investment with a view of long-term appreciation, to engage in the business of acquiring and owning hotel properties, and to make occasional sales of hotel properties consistent with our investment objectives. There can be no assurance, however, that the Internal Revenue Service (the "IRS") might not contend that the income from one or more of these sales is subject to the 100% excise tax. Moreover, the potential to incur this penalty tax could deter us from selling one or more hotel properties even though it would be in the best interests of us and our shareholders for us to do so. There is a statutory safe harbor available for a limited number of sales in a single taxable year of properties that have been owned by a REIT for at least two years, but that safe harbor likely would not apply to all sale transactions that we might otherwise consider.

Joint venture investments could be adversely affected by our lack of sole decision-making authority, our reliance on joint venture partners' financial condition and liquidity and disputes between us and our joint venture partners.

We own certain hotel properties through joint ventures. In the future, we may enter into additional joint ventures to acquire, develop, improve or partially dispose of hotel properties, thereby reducing the amount of capital required by us to make investments and diversifying our capital sources for growth. Such joint venture investments involve risks not otherwise present in a wholly-owned hotel property or a redevelopment project, including the following:

- we may not have exclusive control over the hotel property or the joint venture, which may prevent us from taking actions that are in our best interest but opposed by our partners;
- joint venture agreements often restrict the transfer of a partner's interest or may otherwise restrict our ability to sell the interest when we desire, or on advantageous terms;
- joint venture agreements may contain provisions pursuant to which one partner may initiate procedures requiring the other partner to choose between buying the other partner's interest or selling its interest to that partner;
- a partner may, at any time, have economic or business interests or goals that are, or that may become, inconsistent with our business interests or goals;
- a partner may fail to fund its share of required capital contributions or may become bankrupt, which would mean that we and any other remaining partners generally would remain liable for the joint venture's liabilities; or
- we may, in certain circumstances, be liable for the actions of a partner, and the activities of a partner could adversely affect our ability to qualify as a REIT, even though we do not control the joint venture.

Any of the above might subject a hotel property to liabilities in excess of those contemplated and adversely affect the value of our current and future joint venture investments.

The future outbreak of highly infectious or contagious diseases could significantly impact and disrupt our business, financial performance and condition, operating results and cash flows.

If we experience a pandemic or epidemic in the future, any increases in unemployment, decreased capital spending, declines in consumer confidence, increases in inflation, supply-chain issues, or economic slowdowns or recessions that may result therefrom could cause sustained negative consumer or business sentiment and reduced demand for travel and lodging, which would materially and adversely affect our business, financial performance and condition, operating results and cash flows.

Risks Related to the Lodging Industry

Our ability to make distributions to our shareholders may be adversely affected by various operating risks common to the lodging industry, including competition, over-building and dependence on business travel and tourism.

Our hotel properties have different economic characteristics than many other real estate assets. Unlike other real estate assets, hotels generate revenue from guests that typically stay at the hotel property for only a few nights, which causes the room rate and Occupancy levels at each of our hotels to change every day, and results in earnings that can be highly volatile.

In addition, our hotel properties are subject to various operating risks common to the lodging industry, many of which are beyond our control, including, among others, the following:

- seasonality of the lodging industry may cause quarterly fluctuations in our operating results;
- over-building of hotels in the markets in which we operate, which results in an increased supply of hotels that will adversely affect Occupancy and revenues at our hotel properties;
- consolidation among companies in the lodging industry may increase the resulting companies' negotiating power relative to ours, and decrease competition among those companies for management and franchise agreements, which could result in higher management or franchise fees;
- increases in the number of brands owned by Marriott, Hilton and Hyatt, which could result in increased competition for our hotels;

- competition from non-traditional accommodations for travelers, such as online services that market homes, apartments and condominiums as an alternative to hotel rooms;
- dependence on business and leisure travelers;
- increases in energy costs and other expenses affecting travel, which may affect travel patterns and reduce the number of business and leisure travelers;
- increases in operating costs due to inflation and other factors that may not be offset by increased room rates;
- changes in governmental laws and regulations, fiscal policies and zoning ordinances and the related costs of compliance with laws and regulations, fiscal policies and ordinances;
- adverse effects of international, national, regional and local economic and market conditions;
- adverse effects of worsening conditions in the lodging industry; and
- risks generally associated with the ownership of hotels and real estate, as we discuss in detail below.

The occurrence of any of the foregoing could materially and adversely affect us.

The cyclical nature of the lodging industry may cause fluctuations in our operating performance, which could have a material and adverse effect on us.

The lodging industry historically has been highly cyclical in nature. Fluctuations in lodging demand and, therefore, operating performance, are caused largely by general economic and local market conditions, which subsequently affect levels of business and leisure travel. In addition to general economic conditions, new hotel room supply is an important factor that can affect the lodging industry's performance, and over-building has the potential to further exacerbate the negative impact of an economic recession. Room rates and Occupancy, and thus RevPAR, tend to increase when demand growth exceeds supply growth. We can provide no assurances regarding whether, or the extent to which, lodging demand will rebound or whether any such rebound will be sustained. An adverse change in lodging fundamentals could result in returns that are substantially below our expectations or result in losses, which could have a material and adverse effect on us.

Technology is used in our operations, and any material failure, inadequacy, interruption or security failure of that technology could harm the business.

We, and our hotel managers and franchisors, rely on information technology networks and systems to process, transmit and store electronic information, and to manage or support a variety of business processes. These information technology networks and systems can be vulnerable to threats such as system, network or internet failures; computer hacking or business disruption; cyber-terrorism; viruses, worms or other malicious software programs; and employee error, negligence or fraud. Although we believe we and our hotel managers and franchisors have taken commercially reasonable steps to protect the security of our systems, there can be no assurance that such security measures will prevent failures, inadequacies or interruptions in system services, or that system security will not be breached.

Any failure to maintain proper function, security and availability of information technology networks and systems could interrupt our operations, our financial reporting and compliance, damage our reputation, and subject us to liability claims or regulatory penalties, which could have a material and adverse effect on our business, financial condition and results of operations.

Future terrorist attacks or changes in terror alert levels could materially and adversely affect us.

Historically, terrorist attacks and subsequent terrorist alerts have adversely affected the U.S. travel and hospitality industries, often disproportionately to the effect on the overall economy. The extent of the impact that actual or threatened terrorist attacks in the U.S. or elsewhere could have on domestic and international travel and our business in particular cannot be determined, but any such attacks or the threat of such attacks could have a material and adverse effect on travel and hotel demand and our ability to insure our hotel properties, which could materially and adversely affect us.

We face possible risks associated with natural disasters, weather events, and the physical effects of climate change.

We are subject to the risks associated with natural disasters, weather events, and the physical effects of climate change, any of which could have a material adverse effect on our properties, operations and business. Over time, our hotel properties

located in coastal markets and other areas that may be impacted by climate change are expected to experience increases in storm intensity and rising sea-levels, causing damage to our hotel properties. As a result, we could become subject to significant losses and/or repair costs that may or may not be fully covered by insurance. Other markets may experience prolonged variations in temperature or precipitation that may limit access to the water needed to operate our hotel properties or significantly increase energy costs, which may subject those properties to additional regulatory burdens, such as limitations on water usage or stricter energy efficiency standards. Weather events and climate change may also affect our business by increasing the cost of (or making unavailable) property insurance on terms we find acceptable in areas most vulnerable to such events, increasing operating costs at our hotel properties, such as the cost of water or energy, and requiring us to expend funds as we seek to repair and protect our hotel properties against such risks. There can be no assurance that natural disasters, weather events, or climate change will not have a material adverse effect on our hotel properties, operations or business.

Risks Related to Our Organization and Structure

The share ownership limits imposed by the Code for REITs and our declaration of trust may restrict share transfers and/or business combination opportunities.

In order for us to maintain our qualification as a REIT under the Code, not more than 50% in value of our outstanding shares may be owned, directly or indirectly, by five or fewer individuals (as defined in the Code to include certain entities) at any time during the last half of each taxable year following our first year of taxation as a REIT. Our declaration of trust, with certain exceptions, authorizes our board of trustees to take the necessary actions to preserve our qualification as a REIT. Unless exempted by our board of trustees, no person or entity (other than a person or entity who has been granted an exception) may directly or indirectly, beneficially or constructively, own more than 9.8% of the aggregate of our outstanding common shares, by value or by number of shares, whichever is more restrictive, or 9.8% of the aggregate of the outstanding preferred shares of any class or series, by value or by number of shares, whichever is more restrictive.

Our board of trustees may, in its sole discretion, grant an exemption to the share ownership limits, subject to certain conditions and the receipt by our board of trustees of certain representations and undertakings. During the time that such waiver is effective, the excepted holders will be subject to an increased ownership limit. As a condition to granting such limited exemptions, the excepted holders are required to make representations and warranties to us, which are intended to ensure that we will continue to meet the REIT ownership requirements. The excepted holders must inform us if any of these representations becomes untrue or is violated, in which case such excepted holder will lose its limited exemption from the share ownership limits.

It may be difficult or impractical to effect a change in control under circumstances that otherwise could provide the holders of our common shares with the opportunity to realize a premium over the then-prevailing market price of our common shares.

Certain advance notice provisions of our bylaws may inhibit a change in control. These advance notice provisions may have the effect of delaying, deferring or preventing a transaction or a change in control of our company that might involve a premium to the market price of our common stock or otherwise be in our shareholders' best interests.

Termination of the employment agreements with our executive officers could be costly and prevent a change in control. The employment agreements that we entered into with each of our executive officers provide that, if their employment with us terminates under certain circumstances (including upon a change in control), we are required to pay them severance compensation, including accelerating the vesting of their respective equity awards, thereby making it costly to terminate their employment without cause. Furthermore, these provisions could delay or prevent a transaction or a change in control that might involve a premium paid for our common shares or otherwise be in the best interests of our shareholders.

Our declaration of trust contains provisions that make the removal of our trustees difficult, which could make it difficult for our shareholders to effect changes to our management. Our declaration of trust provides that, subject to the rights of the holders of one or more classes or series of preferred shares to elect or remove one or more trustees, a trustee may be removed only for cause and only by the affirmative vote of the holders of at least two-thirds of the votes entitled to be cast in the election of trustees and that our board of trustees has the exclusive power to fill vacant trusteeships, even if the remaining trustees do not constitute a quorum. These provisions make it more difficult to change our management by removing and replacing trustees and it may delay or prevent a change in control that is in the best interests of our shareholders.

Our rights and the rights of our shareholders to take action against our trustees and officers are limited, which could limit our shareholders' recourse in the event of actions not in our shareholders' best interests.

Under Maryland law, generally, a trustee is required to perform his or her duties in good faith, in a manner he or she reasonably believes to be in our best interest and with the care that an ordinarily prudent person in a like position would use under similar circumstances. Under Maryland law, trustees are presumed to have acted with this standard of care. In addition, our declaration of trust limits the liability of our trustees and officers to us and our shareholders for monetary damages, except for liability resulting from the:

- actual receipt of an improper benefit or profit in money, property or services; or
- active and deliberate dishonesty by the trustee or officer that was established by a final judgment as being material to the cause of action adjudicated.

Our declaration of trust and bylaws obligate us, to the fullest extent permitted by Maryland law in effect from time to time, to indemnify and to pay or reimburse reasonable expenses in advance of the final disposition of a proceeding to any present or former trustee or officer who is made or threatened to be made a party to the proceeding by reason of his or her service to us in that capacity. In addition, we may be obligated to advance the defense costs incurred by our trustees and officers. As a result, we and our shareholders may have more limited rights against our trustees and officers than might otherwise exist absent the current provisions in our declaration of trust and bylaws or that might exist with other companies.

If we fail to maintain an effective system of internal control over financial reporting, we may not be able to accurately report our financial results.

To monitor the accuracy and reliability of our financial reporting, we have established an internal audit function that oversees our internal controls. In addition, we have developed policies and procedures with respect to company-wide business processes and cycles in order to implement an effective system of internal control over financial reporting. We have established, or caused our third-party management companies to establish, controls and procedures designed to ensure that hotel revenues and expenses are properly recorded at our hotels. We cannot be certain that we will be successful in maintaining effective internal control over financial reporting and we may determine in the future that our existing internal controls need improvement. If we fail to maintain an effective system of internal control, we could be materially harmed or we could fail to meet our reporting obligations. In addition, the existence of a material weakness in our internal controls could result in errors to our financial statements that could require a restatement, cause us to fail to meet our reporting obligations, result in increased costs to remediate any deficiencies, attract regulatory scrutiny or lawsuits and cause investors to lose confidence in our reported financial information, any of which could lead to a substantial decline in the market price of our common shares.

Risks Related to the Real Estate Industry

The illiquid nature of real estate investments could significantly impede our ability to respond to changing economic, financial, and investment conditions or changes in the operating performance of our hotel properties, which could materially and adversely affect our cash flows and results of operations.

Real estate investments, including the focused-service and compact full-service hotels in our portfolio, are relatively illiquid. As a result, we may not be able to sell a hotel or hotels quickly or on favorable terms in response to changing economic, financial and investment conditions or changes in the hotel's operating performance when it otherwise may be prudent to do so. We cannot predict whether we will be able to sell any hotel property we desire to sell for the price or on the terms set by us or whether any price or other terms offered by a prospective purchaser would be acceptable to us. We may be required to expend funds to correct defects or to make improvements before a hotel can be sold, and we cannot provide any assurances that we will have the funds available to correct such defects or to make such improvements. Our inability to dispose of assets at opportune times or on favorable terms could materially and adversely affect our cash flows and results of operations.

In some cases, we may be restricted from disposing of properties contributed to us in the future in exchange for our OP units under tax protection agreements with contributors unless we incur additional costs related to indemnifying those contributors.

Uninsured and underinsured losses at our hotel properties could materially and adversely affect us.

We maintain comprehensive property insurance on all of our hotel properties and we intend to maintain comprehensive property insurance on any hotels that we acquire in the future, including fire, terrorism, and extended coverage. Our comprehensive property insurance program has a \$250,000 deductible per claim. In addition to the comprehensive property insurance, we maintain general liability insurance at all of our hotel properties. Our general liability insurance program has no deductible. Certain types of catastrophic losses, such as windstorms, earthquakes, floods, and losses from foreign and domestic terrorist activities may not be insurable or may not be economically insurable. Even when insurable, these policies may have high deductibles and/or high premiums. 26 of our coastal hotel properties each have a deductible of 5% of total insured value for a named storm, and our hotels located in areas susceptible to earthquakes have deductibles of up to 5% of total insured value. Our lenders may require such insurance and our failure to obtain such insurance could constitute a default under the loan agreements, which could have a material and adverse effect on us.

In the event of a substantial loss, our insurance coverage may not be sufficient to cover the full current market value or replacement cost of our lost investment, which could have a material and adverse effect on us. Should an uninsured loss or a loss in excess of insured limits occur, or should we be unsuccessful in obtaining coverage from an insurance carrier, we could lose all or a portion of the capital we have invested in a hotel property, as well as the anticipated future revenue from the hotel property. In that event, we might nevertheless remain obligated for any mortgage debt or other financial obligations related to the hotel property.

We could incur significant costs related to government regulation and litigation with respect to environmental matters, which could have a material and adverse effect on us.

Our hotel properties are subject to various U.S. federal, state and local environmental, health and safety laws and regulations that impose liability for contamination. Under these laws, governmental entities have the authority to require us, as the current owner of a hotel property, to perform or pay for the cleanup of contamination at, on, under or emanating from the hotel and to pay for natural resource damages arising from such contamination. Because these laws also impose liability on persons who owned or operated a property at the time it became contaminated, it is possible we could incur cleanup costs or other environmental liabilities even after we sell or no longer operate the hotel properties.

The liabilities and the costs associated with environmental contamination at our hotel properties, defending against the claims related to alleged or actual environmental issues, or complying with environmental, health and safety laws could be material and could materially and adversely affect us. The discovery of material environmental liabilities at our hotel properties could subject us to unanticipated costs, which could significantly reduce or eliminate our profitability and the cash available for distribution to our shareholders.

We may from time to time be subject to litigation that could expose us to uncertain or uninsured costs.

As owners of hotel properties, we may from time to time face potential claims, litigation and threatened litigation from guests, visitors to our hotel properties, contractors, sub-contractors and others. These claims and proceedings are inherently uncertain and their costs and outcomes cannot be predicted with certainty. Some of these claims may result in defense costs, settlements, fines or judgments against us, and some of which are not, or cannot be, covered by insurance. Payment of any such costs, settlements, fines or judgments that are not insured could have a material and adverse impact on our financial position and results of operations. In addition, certain litigation or the resolution of certain litigation may affect the availability or cost of some of our insurance coverage, which could materially and adversely impact our results of operations and cash flows, expose us to increased risks that would be uninsured, and/or adversely impact our ability to attract officers and trustees.

Risks Related to Our Status as a REIT

If we do not qualify as a REIT, or if we fail to remain qualified as a REIT, we will be subject to U.S. federal income tax and potentially state and local taxes, which would reduce our earnings and the amount of cash available for distribution to our shareholders.

If we were to fail to qualify as a REIT in any taxable year and any available relief provisions do not apply, we would be subject to U.S. federal and state corporate income tax, and dividends paid to our shareholders would not be deductible by us in computing our taxable income. Unless we were entitled to statutory relief under certain Code provisions, we also would be disqualified from taxation as a REIT for the four taxable years following the year in which we failed to qualify as a REIT.

Any determination that we do not qualify as a REIT would have a material adverse effect on our results of operations and could materially reduce the value of our common shares. Our additional tax liability could be substantial and would reduce our net earnings available for investment, debt service and/or distributions to shareholders.

REIT distribution requirements could adversely affect our ability to execute our business plan or require us to make distributions of our shares or other securities.

We generally must distribute to our shareholders annually at least 90% of our "REIT taxable income," subject to certain adjustments and excluding any net capital gain. From time to time, we may generate taxable income greater than our cash flow. In addition, we may be subject to limitations on the ability to use our net operating loss carryovers to offset taxable income that we do not distribute. If we do not have other funds available in these situations, we could be required to (i) borrow funds on unfavorable terms, (ii) sell investments at disadvantageous prices, (iii) distribute amounts that would otherwise be invested in future acquisitions, or (iv) make a taxable distribution of our common shares as part of a distribution in which shareholders may elect to receive our common shares or (subject to a limit measured as a percentage of the total distribution) cash to make distributions sufficient to enable us to pay out enough of our REIT taxable income to satisfy the REIT distribution requirements. These alternatives could increase our costs or reduce our shareholders' equity. Thus, compliance with the REIT distribution requirements may hinder our ability to grow, which could adversely affect the value of our shares.

If our leases are not respected as true leases for U.S. federal income tax purposes, we would likely fail to qualify as a REIT.

To qualify as a REIT, we must satisfy two gross income tests, pursuant to which specified percentages of our gross income must be passive income, such as rent. For the rent paid pursuant to the hotel leases with our TRSs, which we currently expect will continue to constitute substantially all of our gross income, to qualify for purposes of the gross income tests, the leases must be respected as true leases for U.S. federal income tax purposes and must not be treated as service contracts, joint ventures or some other type of arrangement. We believe that the leases will be respected as true leases for U.S. federal income tax purposes. There can be no assurance, however, that the IRS will agree with this characterization. If the leases were not respected as true leases for U.S. federal income tax purposes, we would not be able to satisfy either of the two gross income tests applicable to REITs and would likely lose our REIT status. Additionally, we could be subject to a 100% excise tax for any adjustment to our leases.

To comply with the restrictions imposed on REITs, we may have to conduct certain activities and own certain assets through TRSs, which will be subject to normal corporate income tax, and we could be subject to a 100% penalty tax on certain income if those transactions are not conducted on arm's-length terms.

A TRS is an entity (i) in which a REIT directly or indirectly holds stock, (ii) which has elected, with the REIT, to be treated as a taxable REIT subsidiary of such REIT, and (iii) which is taxable as a regular corporation, at regular corporate income tax rates. As a REIT, we cannot own certain assets or conduct certain activities directly, without risking failing the income or asset tests that apply to REITs. We can, however, hold these assets or undertake these activities through a TRS.

As noted, the income earned through our TRSs will be subject to corporate income taxes. In addition, a 100% excise tax will be imposed on certain transactions between us and our TRSs that are not conducted on an arm's length basis.

If our TRSs fail to qualify as "taxable REIT subsidiaries" under the Code, we would likely fail to qualify as a REIT.

Rent paid by a lessee that is a "related party tenant" will not be qualifying income for purposes of the gross income tests applicable to REITs. We currently lease and expect to continue to lease substantially all of our hotels to our TRSs, which will not be treated as "related party tenants" so long as they qualify as "taxable REIT subsidiaries" under the Code. To qualify as such, most significantly, a TRS cannot engage in the operation or management of hotels. We believe that our TRSs qualify to be treated as "taxable REIT subsidiaries" for U.S. federal income tax purposes. There can be no assurance, however, that the IRS will not challenge the status of a TRS for U.S. federal income tax purposes or that a court would not sustain such a challenge. If the IRS were successful in disqualifying any of our TRSs from treatment as a "taxable REIT subsidiary," it is likely that we would fail to meet the asset tests applicable to REITs and substantially all of our income would fail to qualify for the gross income tests. If we failed to meet either the asset tests or the gross income tests, we would likely lose our REIT status.

If any management companies that we engage do not qualify as "eligible independent contractors," or if our hotel properties are not "qualified lodging facilities," we would likely fail to qualify as a REIT.

Rent paid by a lessee that is a "related party tenant" of ours generally will not be qualifying income for purposes of the gross income tests applicable to REITs. An exception is provided, however, for leases of "qualified lodging facilities" to a TRS so long as the hotels are managed by an "eligible independent contractor" and certain other requirements are satisfied. We currently lease and expect to continue to lease all or substantially all of our hotels to TRS lessees and we currently engage and expect to continue to engage management companies that are intended to qualify as "eligible independent contractors." In addition, for a management company to qualify as an eligible independent contractor, (i) the management company must not own, directly or through its shareholders, more than 35% of our outstanding shares, and no person or group of persons can own more than 35% of our outstanding shares and the shares (or ownership interest) of the management company and (ii) such company or a related person must be actively engaged in the trade or business of operating "qualified lodging facilities" (as defined below) for one or more persons not related to the REIT or its TRSs at each time that such company enters into a management contract with a TRS or its TRS lessee. Finally, each hotel with respect to which our TRS lessees pay rent must be a "qualified lodging facility." A "qualified lodging facility" is a hotel, motel, or other establishment in which more than one-half of the dwelling units are used on a transient basis, including customary amenities and facilities, provided that no wagering activities are conducted at or in connection with such facility by any person who is engaged in the business of accepting wagers and who is legally authorized to engage in such business at or in connection with such facility. As of the date hereof, we believe the management companies operate qualified lodging facilities for certain persons who are not related to us or our TRSs. As of the date hereof, we believe that all of the hotels leased to our TRS lessees will be qualified lodging facilities. Although we intend to monitor future acquisitions and improvements of hotels, the REIT provisions of the Code provide only limited guidance for making determinations under the requirements for qualified lodging facilities, and there can be no assurance that these requirements will be satisfied in all cases.

Complying with REIT requirements may force us to forgo and/or liquidate otherwise attractive investment opportunities.

To qualify as a REIT, we must ensure that we meet the gross income tests annually and that at the end of each calendar quarter, at least 75% of the value of our assets consists of cash, cash items, government securities and qualified real estate assets. The remainder of our investment in securities (other than government securities and qualified real estate assets) generally cannot include more than 10% of the outstanding voting securities of any one issuer or more than 10% of the total value of the outstanding securities of any one issuer. In addition, in general, no more than 5% of the value of our assets (other than government securities and qualified real estate assets) can consist of the securities of any one issuer, no more than 20% of the value of our total assets can be represented by securities of one or more TRSs, and no more than 25% of the value of our total assets may be represented by debt instruments issued by publicly offered REITs that are "nonqualified" (i.e., not secured by real property or interests in real property). If we fail to comply with these requirements at the end of any calendar quarter, we must correct the failure within 30 days after the end of the calendar quarter or qualify for certain statutory relief provisions to avoid losing our REIT qualification and suffering adverse tax consequences. As a result, we may be required to liquidate from our portfolio, or contribute to a TRS, otherwise attractive investments in order to maintain our qualification as a REIT. These actions could have the effect of reducing our income and amounts available for distribution to our shareholders. In addition, we may be required to make distributions to shareholders at disadvantageous times or when we do not have funds readily available for distribution, and may be unable to pursue investments that would otherwise be advantageous to us. Thus, compliance with the REIT requirements may hinder our ability to make, and, in certain cases, maintain ownership of, certain attractive investments.

We would incur adverse tax consequences if FelCor Lodging Trust Incorporated ("FelCor") failed to qualify as a REIT for U.S. federal income tax purposes prior to our merger with FelCor.

In connection with the closing of the merger with FelCor on the acquisition date, FelCor received an opinion of counsel to the effect that it qualified as a REIT for U.S. federal income tax purposes under the Code through the acquisition date. FelCor, however, did not request a ruling from the IRS that it qualified as a REIT. If, notwithstanding this opinion, FelCor's REIT status prior to the acquisition date were successfully challenged, we would face serious tax consequences that would substantially reduce our core funds from operations, and cash available for distribution, including cash available to pay dividends to our shareholders, because:

- FelCor, would be subject to U.S. federal, state and local income tax on its net income at regular corporate rates for the years that it did not qualify as a REIT (and, for such years, would not be allowed a deduction for dividends paid to shareholders in computing its taxable income) and we would succeed to the liability for such taxes;

- the deemed sale of assets by FelCor on the acquisition date would be subject to U.S. federal, state and local income tax at regular corporate rates (and FelCor would not be allowed a deduction for dividends paid for the deemed liquidating distribution paid to its shareholders) and we would succeed to the liability for such taxes; and
- we would succeed to any earnings and profits accumulated by FelCor, as applicable, for the tax periods that FelCor did not qualify as a REIT and we would have to pay a special dividend and/or employ applicable deficiency dividend procedures (including interest payments to the IRS) to eliminate such earnings and profits to maintain our REIT qualification.

As a result of these factors, FelCor's failure to qualify as a REIT prior to the acquisition date could impair our ability to expand our business and raise capital and could materially adversely affect the value of our stock. In addition, even if FelCor qualified as a REIT for the duration of its existence, if there is an adjustment to FelCor's taxable income or dividends-paid deductions, we could be required to elect to use the deficiency dividend procedure to maintain FelCor's REIT status. That deficiency dividend procedure could require us to make significant distributions to our shareholders and pay significant interest to the IRS.

Risks Related to Our Common Shares

Our cash available for distribution to shareholders may not be sufficient to pay distributions at expected or required levels, and we may need to borrow funds or rely on other external sources in order to make such distributions, or we may not be able to make such distributions at all, which could cause the market price of our common shares to decline significantly.

We intend to continue to pay regular quarterly distributions to holders of our common shares. All distributions will be made at the discretion of our board of trustees and will depend on our historical and projected results of operations, EBITDA, funds from operations ("FFO"), liquidity and financial condition, REIT qualification, debt service requirements, capital expenditures and operating expenses, prohibitions and other restrictions under financing arrangements and applicable law and other factors as our board of trustees may deem relevant from time to time. No assurance can be given that our projections will prove to be accurate or that any level of distributions or particular yield will be made or sustained. We may not be able to make distributions in the future or we may need to fund such distributions through borrowings or other external financing sources, which may be available only at unattractive terms, if at all. Any of the foregoing could cause the market price of our common shares to decline significantly.

Future issuances of debt securities, which would rank senior to our common shares upon our liquidation, and future issuances of equity securities (including OP units), which would dilute the holdings of our existing common shareholders and may be senior to our common shares for the purposes of making distributions, periodically or upon liquidation, may negatively affect the market price of our common shares.

In the future, we may issue debt or equity securities or incur additional borrowings. Upon our liquidation, holders of our debt securities and other loans and preferred shares will receive a distribution of our available assets before common shareholders. If we incur debt in the future, our future interest costs could increase, and adversely affect our liquidity, FFO and results of operations. We are not required to offer any additional equity securities to existing common shareholders on a preemptive basis. Therefore, additional common share issuances, directly or through convertible or exchangeable securities (including OP units), warrants or options, will dilute the holdings of our existing common shareholders, and such issuances or the perception of such issuances may reduce the market price of our common shares. Our preferred shares, if issued, would likely have a preference on distribution payments, periodically or upon liquidation, which could eliminate or otherwise limit our ability to make distributions to common shareholders. Because our decision to issue debt or equity securities or incur additional borrowings in the future will depend on market conditions and other factors beyond our control, we cannot predict or estimate the amount, timing, nature or success of any future capital raising efforts. Thus, the common shareholders bear the risk that our future issuances of debt or equity securities or our incurrence of additional borrowings will negatively affect the market price of our common shares.

We cannot guarantee that we will repurchase our common shares pursuant to our share repurchase program or that our share repurchase program will enhance long-term shareholder value. Share repurchases could also increase the volatility of the price of our common shares and could diminish our cash reserves.

Our board of trustees authorized a share repurchase program to repurchase up to an aggregate of \$250.0 million of common and preferred shares. Although our board of trustees authorized our share repurchase program, our share repurchase program does not obligate us to repurchase any specific dollar amount or to acquire any specific number of shares. Our share repurchase program may be limited, suspended, or discontinued at any time without prior notice. In addition, repurchases of our common

shares pursuant to our share repurchase program could affect our share price and increase its volatility. The existence of our share repurchase program could cause our share price to be higher than it would be in the absence of such a program. Additionally, our share repurchase program could diminish our cash reserves, which may impact our ability to finance future growth and to pursue possible future strategic opportunities and acquisitions. There can be no assurance that any share repurchases will enhance shareholder value because the market price of our common shares may decline below the levels at which we repurchased the common shares.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

Risk Management and Strategy

We are committed to properly addressing the cybersecurity threats we face, and we have processes to assess, identify, and manage material risks from cybersecurity threats. We apply a comprehensive approach to the mitigation of cybersecurity risks. The risk of cybersecurity threats is integrated into our overall risk management program, which includes an annual risk prioritization process to identify key enterprise-level risks. The cybersecurity threat risk action plan is managed by a dedicated information technology ("IT") committee (the "IT Committee"), which oversees our cybersecurity program. The IT Committee comprises senior company leaders as well as our outsourced IT services provider. To oversee and identify cybersecurity threat risks on a day-to-day basis, we maintain a security operations center with round-the-clock monitoring. We have established policies, including those related to privacy, information security and cybersecurity, and we employ a broad and diversified set of mitigation strategies and techniques to reduce cybersecurity risks, including continuous monitoring, early detection tools, proactive vulnerability management, and remediation. Our information security policies are modeled against the National Institute of Standards and Technology's Cybersecurity Standards and incorporate concepts from the Zero Trust Framework.

Given the ever-changing cybersecurity landscape, our IT Committee regularly meets to identify opportunities for incremental improvements, assess additional layers of security, and evaluate new technologies for implementation. In addition, we engage, as necessary, cybersecurity experts to analyze our IT policies, procedures, and infrastructure to assess their effectiveness and to identify opportunities for improvement.

We conduct an annual information security compliance training for all employees to enable them to detect and report malware, ransomware, and other malicious software and social engineering attempts that may compromise our IT systems. Employees also are subject to spear-phishing training campaigns, which allow us to assess the effectiveness of our training programs.

Our management companies are ultimately responsible for our guests' information, and we monitor these companies, as well as other third party service providers, to ensure that they are complying with our privacy, information security and cybersecurity policies. We also assess the cybersecurity proficiency of potential third party cloud suppliers before utilizing their services.

We work closely with our internal and external auditors to assess, identify and manage cybersecurity risks. Our IT internal controls are audited by our external auditor as part of our Sarbanes-Oxley Act compliance activities, and this process includes assessing the design and operating effectiveness of those controls.

Any failure to maintain proper function, security and availability of our information technology networks and systems could interrupt our operations, our financial reporting and compliance, damage our reputation, and subject us to liability claims or regulatory penalties, which could have a material and adverse effect on our business, financial condition and results of operations. Management has not identified cybersecurity threats, including as a result of any previous cybersecurity incidents, that have materially affected or are reasonably likely to materially affect us, including our business strategy, results of operations or financial condition. See "Item 1A. Risk Factors" above for more information.

Governance

Our board of trustees is responsible for overseeing the assessment and management of enterprise-level risks that may impact us, including cybersecurity. Two board members have information security expertise from their professional experience. Nathaniel A. Davis has expertise in information technology and experience reviewing and addressing cybersecurity risks. Patricia L. Gibson also has experience assessing and addressing cybersecurity risks through her past professional experience.

Our Audit Committee has primary responsibility for the oversight of risks from cybersecurity threats. Management, including members of the IT Committee, reports at least annually to the Audit Committee regarding cybersecurity risks and mitigation strategies. We consider each member of our Audit Committee to possess information security experience by way of their oversight responsibilities over this area.

In addition to ensuring adequate safeguards are in place to minimize the chance of a successful cyber attack, we have established a cybersecurity incident response plan to effectively address any cybersecurity threat that may occur despite these safeguards. We believe our cybersecurity incident response plan will help ensure timely, consistent and compliant responses to actual or attempted data incidents impacting our company. The cybersecurity incident response plan includes an escalation framework, including processes for informing the board of trustees of material cybersecurity incidents.

Item 2. Properties

Our Hotel Properties

The following table provides a comprehensive list of our hotel properties as of December 31, 2023:

State	Hotel Property Name	Rooms	State	Hotel Property Name	Rooms
Alabama	Embassy Suites Birmingham	242	Indiana	Courtyard Indianapolis @ The Capitol	124
Arizona	Embassy Suites Phoenix - Biltmore	232		Residence Inn Indianapolis Downtown On The Canal	134
California	Courtyard San Francisco	166		Residence Inn Merrillville	78
	Embassy Suites Irvine Orange County	293	Kentucky	Marriott Louisville Downtown	620
	Embassy Suites Los Angeles Downey	220		Residence Inn Louisville Downtown	140
	Embassy Suites Los Angeles - International Airport South	349	Louisiana	Chateau LeMoyné - French Quarter, New Orleans (1)	171
	Embassy Suites Milpitas Silicon Valley	267		Hilton Garden Inn New Orleans Convention Center	286
	Embassy Suites San Francisco Airport - South San Francisco	316		Hotel Tonnelle New Orleans, a Tribute Portfolio Hotel	132
	Embassy Suites San Francisco Airport - Waterfront	340		Wyndham New Orleans - French Quarter	374
	Hilton Garden Inn Los Angeles Hollywood	160	Maryland	Residence Inn Bethesda Downtown	188
	Hilton Garden Inn San Francisco Oakland Bay Bridge	303		Residence Inn National Harbor Washington DC	162
	Hyatt House Cypress Anaheim	142	Massachusetts	AC Hotel Boston Downtown	205
	Hyatt House Emeryville San Francisco Bay Area	234		Embassy Suites Boston Waltham	275
	Hyatt House San Diego Sorrento Mesa	193		Wyndham Boston Beacon Hill	304
	Hyatt House San Jose Silicon Valley	180	Minnesota	Embassy Suites Minneapolis - Airport	310
	Hyatt House San Ramon	142		Courtyard New York Manhattan Upper East Side	226
	Hyatt House Santa Clara	150	New York	Hampton Inn Garden City	143
	Hyatt Place Fremont Silicon Valley	151		The Knickerbocker New York (2)	330
	The Pierside Santa Monica	132	North Carolina	Hyatt House Charlotte Center City	163
	Residence Inn Palo Alto Los Altos	156		Courtyard Portland City Center	256
	San Francisco Marriott Union Square	401		SpringHill Suites Portland Hillsboro	106
	Wyndham San Diego Bayside	600	Pennsylvania	Hilton Garden Inn Pittsburgh University Place	202
	Zachari Dunes on Mandalay Beach, Curio Collection by Hilton	250		Renaissance Pittsburgh Hotel	300
Colorado	Fairfield Inn & Suites Denver Cherry Creek	134		Wyndham Philadelphia Historic District	364
	Marriott Denver South @ Park Meadows	279		Wyndham Pittsburgh University Center	251
	Moxy Denver Cherry Creek	170	South Carolina	Courtyard Charleston Historic District	176
	Renaissance Boulder Flatiron Hotel	232			
District of Columbia	Fairfield Inn & Suites Washington DC Downtown	198			
	Homewood Suites Washington DC Downtown	175			
	Hyatt Place Washington DC Downtown K Street	164			
Florida	DoubleTree Grand Key Resort	216			

State	Hotel Property Name	Rooms	State	Hotel Property Name	Rooms
	DoubleTree Suites by Hilton Orlando - Lake Buena Vista	236		Mills House Charleston, Curio Collection by Hilton	218
	Embassy Suites Deerfield Beach - Resort & Spa	244			
	Embassy Suites Fort Lauderdale 17th Street	361	Tennessee		
	Embassy Suites Fort Myers Estero	150		The Bankers Alley Hotel, a Tapestry Collection by Hilton	124
	Embassy Suites Miami - International Airport	318	Texas		
	Embassy Suites Orlando - International Drive South/Convention Center	244		Courtyard Austin Downtown Convention Center	270
	Embassy Suites Tampa Downtown Convention Center	360		Courtyard Houston By The Galleria	190
	Embassy Suites West Palm Beach Central	194		Courtyard Houston Downtown Convention Center	191
	Fairfield Inn & Suites Key West	106		DoubleTree by Hilton Houston Medical Center Hotel & Suites	287
	Hilton Cabana Miami Beach	231		DoubleTree Suites by Hilton Austin	188
	Renaissance Fort Lauderdale West Hotel	250		Embassy Suites Dallas - Love Field	248
Georgia				Hyatt Centric The Woodlands	72
	Courtyard Atlanta Buckhead	181		Residence Inn Austin Downtown Convention Center	179
	Embassy Suites Atlanta - Buckhead	326		Residence Inn Houston By The Galleria	146
	Hampton Inn and Suites Atlanta Midtown	186		Residence Inn Houston Downtown Convention Center	171
	Hyatt Centric Midtown Atlanta	194		SpringHill Suites Houston Downtown Convention Center	167
	Residence Inn Atlanta Midtown Historic	90	Washington		
Hawaii				Homewood Suites Seattle Lynnwood	170
	Courtyard Waikiki Beach	404	Wisconsin		
Illinois				Hyatt Place Madison Downtown	151
	Courtyard Chicago Downtown Magnificent Mile	306			
	Courtyard Midway Airport	174			
	Fairfield Inn & Suites Chicago Midway Airport	114			
	Hampton Inn Chicago Midway Airport	170			
	Hilton Garden Inn Chicago Midway Airport	174			
	Holiday Inn Express & Suites Midway Airport	104			
	Marriott Chicago Midway	200			
	Sleep Inn Midway Airport	121			

- (1) We own an indirect 50% ownership interest in this hotel property and we account for the ownership interest using the equity method of accounting. This hotel property is operated without a lease.
- (2) We own a 95.0% controlling ownership interest in this hotel property.

Management Agreements

In order to qualify as a REIT, we cannot directly or indirectly operate any of our hotel properties. We lease all but one of our hotel properties to TRS lessees, which in turn engage hotel property management companies to manage our hotel properties. All of our hotel properties are operated pursuant to a management agreement with one of 16 independent management companies. 36 of our hotel properties receive the benefits of a franchise agreement pursuant to a management agreement with Hilton, Hyatt, Marriott, or other management companies.

As of December 31, 2023, Aimbridge and Hilton were the management companies for 31 and 21 of our hotel properties, respectively. Our remaining 45 hotel properties were managed by 14 other management companies, including Hyatt and Marriott.

The management agreements have initial terms that range from three to 25 years, and some provide for one or two automatic extension periods ranging from one to 10 years each.

Each management company receives a base management fee between 1.5% and 3.5% of hotel revenues. The management agreements that include the benefits of a franchise agreement incur a base management fee between 1.75% and 7.0% of hotel revenues.

The management companies are also eligible to receive an incentive management fee upon the achievement of certain financial thresholds as set forth in each applicable management agreement. The incentive management fee is generally calculated as a percentage of hotel net operating income after we have received a priority return on our investment in the hotel.

Each of the management agreements provides us with a right to terminate such management agreement if the management company fails to reach certain performance targets (as provided in the applicable management agreement). Certain management agreements also provide us with a right to terminate the management agreement in our sole and absolute discretion. In addition, certain management agreements give us the right to terminate the management agreement upon the sale of the hotel property or for any reason upon payment of a stipulated termination fee. Subject to certain qualifications and applicable cure periods, the management agreements are generally terminable by either party upon material casualty, or condemnation of the hotel property, or the occurrence of certain customary events of default. Certain management agreements also stipulate that in the event that a management company elects to terminate a management agreement due to an event of default by us, the management company may elect to recover a termination fee, as liquidated damages, equal to 2.5 times the actual base management fee and incentive management fee earned by the management company under that management agreement in the fiscal year immediately preceding the fiscal year in which such termination occurred.

Many of our Aimbridge, White Lodging Services ("WLS"), and Hersha Hospitality Management ("HHM") management agreements state that we cannot sell the applicable hotel property to any unrelated third party or engage in certain change of control actions (1) if we are in default under the management agreement, or (2) with or to a person or entity that is known in the community as being of bad moral character or has been convicted of a felony or is in control of or controlled by persons convicted of a felony or would be in violation of any franchise agreement requirements applicable to us. In addition, those Aimbridge, WLS, and HHM management agreements further require that any future owner of the applicable hotel property, at the option of the management company, assume the management agreement or enter into a new management agreement for such hotel property.

Franchise Agreements

As of December 31, 2023, 59 of our hotels operated under franchise agreements with Marriott, Hilton, Hyatt or other hotel brands. This excludes 36 hotel properties that receive the benefits of a franchise agreement pursuant to management agreements with Hilton, Hyatt, Marriott, or other management companies. In addition, two of our hotels are not operated with a hotel brand so they do not have franchise agreements.

The franchisors provide a variety of benefits to the franchisees, including centralized reservation systems, national advertising, marketing programs and publicity designed to increase brand awareness, personnel training and operational quality at the hotels across the brand system. The franchise agreements generally specify management, operational, record-keeping, accounting, reporting and marketing standards and procedures, all of which our TRS lessees, as the franchisees, must follow. The franchise agreements require our TRS lessees to comply with the franchisors' standards and requirements, including the training of operational personnel, safety, maintaining specified insurance, the types of services and products ancillary to guest room services that may be provided by the TRS lessee, the display of signage and the type, quality and age of furniture, fixtures and equipment included in the guest rooms and the nature of the lobbies and other common areas. The franchise agreements have initial terms ranging from one to 30 years. Each of our franchise agreements require that we pay a royalty fee between 2.0% and 6.0% of room revenue, plus additional fees for marketing, central reservation systems and other franchisor costs between 1.0% and 4.3% of room revenue. Certain hotels are also charged a royalty fee between 1.5% and 3.0% of food and beverage revenues.

The franchise agreements also provide for termination at the applicable franchisor's option upon the occurrence of certain events, including the failure to pay royalties and fees, the failure to perform our obligations under the franchise license, bankruptcy and the abandonment of the franchise, or a change in control. The TRS lessee is responsible for making all payments under the applicable franchise agreement to the franchisor; however, we are required to guarantee the obligations under each of the franchise agreements. In addition, many of our existing franchise agreements provide the franchisor with a right of first offer in the event of certain sales or transfers of a hotel and provide the franchisor the right to approve a change in the management company who manages the hotel.

TRS Leases

In order for us to qualify as a REIT, neither our company nor any of our subsidiaries may directly or indirectly operate any of our hotels. The subsidiaries of the Operating Partnership, as the lessors, lease our hotels to our TRS lessees, which, in turn, are the parties to the existing management agreements with the third-party management companies at each of our hotels. The TRS leases contain the provisions that are described below. For the hotels that are acquired in the future, we intend for the leases to contain substantially similar provisions as those described below; however, we may, in our discretion, alter any of these provisions with respect to any particular lease.

Lease Terms

Our TRS leases have initial terms of generally three years and a majority of the leases can be renewed by our TRS lessees for three successive three-year renewal terms unless the lessee is in default at the expiration of the then-current term. In addition, our TRS leases are subject to early termination by us in the event that we sell the hotel to an unaffiliated party, a change in control occurs or the applicable provisions of the Code are amended to permit us to operate our hotels. Our TRS leases are also subject to early termination upon the occurrence of certain events of default and/or other contingencies described in the lease.

Amounts Payable under the Leases

During the term of each TRS lease, our TRS lessees are obligated to pay us a fixed annual base rent plus a percentage rent and certain other additional charges that our TRS lessees agree to pay under the terms of the respective TRS lease. The percentage rent is generally calculated based on the revenues generated from the rental of guest rooms. Certain TRS lessees also pay percentage rent on food and beverage sales and certain other sources, including meeting room rentals.

The TRS leases require our TRS lessees to pay rent, management fees, franchise fees, personal property taxes where applicable, certain insurance policies, and all other costs and expenses, including utility and other charges, incurred in the operation of the hotels. The leases also provide for rent reductions and abatements in the event of damage to, destruction, or a partial taking of, any hotel. Any intercompany transactions involving rent payments, reductions, or abatements eliminate in consolidation.

Maintenance and Modifications

Under each TRS lease, the TRS lessee may, at its expense, make additions, modifications or improvements to the hotel that it deems desirable, and that we approve. In addition, our TRS lessees are required, at their expense, to maintain the hotels in good order and repair, except for ordinary wear and tear, and to make repairs that may be necessary and appropriate to keep the hotel in good order and repair. Under the TRS lease, we are responsible for maintaining, at our cost, any underground utilities or structural elements, including the exterior walls and the roof of the hotel (excluding, among other things, windows and mechanical, electrical and plumbing systems). Each TRS lessee, when and as required to meet the standards of the applicable management agreement, any applicable hotel franchise agreement, or to satisfy the requirements of any lender, must establish an FF&E reserve in an amount equal to up to 5% of gross revenue for the purpose of periodically repairing, replacing or refurbishing the furnishings and equipment.

Events of Default

The events of default under each of the leases include, among others: the failure by a TRS lessee to pay rent when due; the breach by a TRS lessee of a covenant, condition or term under the lease, subject to the applicable cure period; the bankruptcy or insolvency of a TRS lessee; cessation of operations by a TRS lessee of the leased hotel for more than 30 days, except as a result of damage, destruction, or a partial or complete condemnation; or the default by a TRS lessee under a franchise agreement subject to any applicable cure period.

Termination of Leases on Disposition of the Hotels or Change of Control

In the event that we sell a hotel to a non-affiliate or a change of control occurs, we generally have the right to terminate the lease by paying the applicable TRS lessee a termination fee to be governed by the terms and conditions of the lease.

Ground Leases

As of December 31, 2023, 13 of our consolidated hotel properties and one unconsolidated hotel property were subject to ground lease agreements that cover the land under the respective hotel properties. Additional information on the ground leases can be found in Note 10 to our accompanying consolidated financial statements.

Item 3. Legal Proceedings

The nature of the operations of our hotels exposes our hotel properties, us and the Operating Partnership to the risk of claims and litigation in the normal course of business. Other than routine litigation arising out of the ordinary course of business, we are not presently subject to any material litigation nor, to our knowledge, is any material litigation threatened against us.

Item 4. Mine Safety Disclosures

Not applicable.

PART II

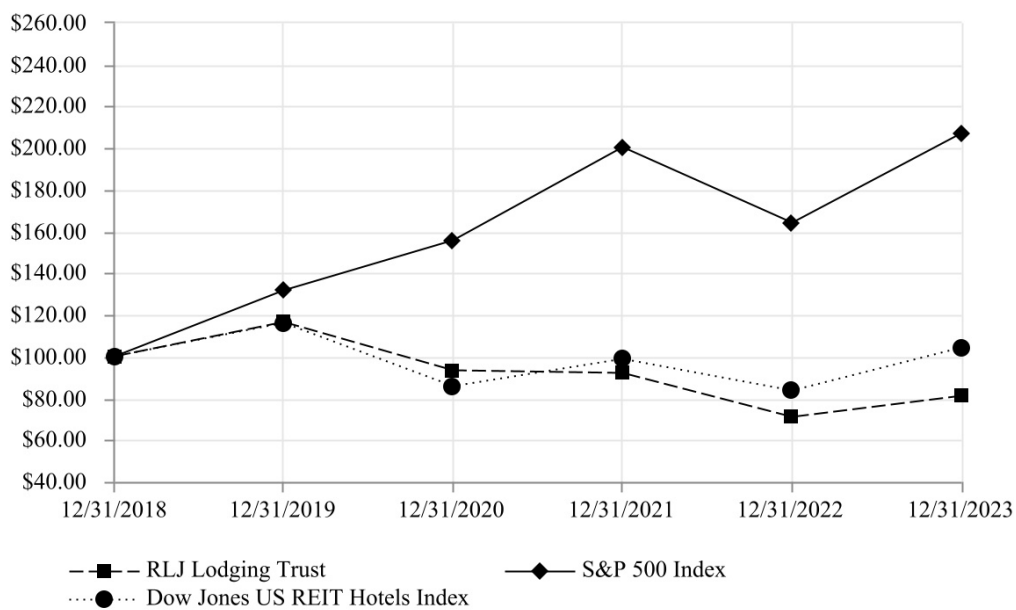
Item 5. Market for Registrant's Common Equity, Related Shareholder Matters and Issuer Purchases of Equity Securities

Our common shares are traded on the New York Stock Exchange ("NYSE") under the symbol "RLJ." During the year ended December 31, 2023, we paid a cash dividend of \$0.08 per common share in each of the first and second quarters of 2023 and a cash dividend of \$0.10 per common share in each of the third and fourth quarters of 2023. During the year ended December 31, 2022, we paid a cash dividend of \$0.01 per common share in each of the first and second quarters of 2022 and a cash dividend of \$0.05 per common share in each of the third and fourth quarters of 2022.

The closing price of our common shares as reported on the NYSE was \$11.72 on both December 31, 2023 and February 20, 2024.

Share Return Performance

The graph and the table set forth below assume \$100.00 was invested on December 31, 2018 in RLJ Lodging Trust's common shares. The graph and the table compare the total shareholder return of our common shares against the cumulative total returns of the Standard & Poor's 500 Index ("S&P 500 Index") and the Dow Jones U.S. Select Real Estate Hotels Index ("Dow Jones US REIT Hotels Index") between December 31, 2018 and December 31, 2023. The graph assumes an initial investment of \$100.00 in our common shares and in each of the indices, and it also assumes the reinvestment of dividends.



Name	Initial Investment at December 31, 2018	Value of Initial Investment at December 31, 2019	Value of Initial Investment at December 31, 2020	Value of Initial Investment at December 31, 2021	Value of Initial Investment at December 31, 2022	Value of Initial Investment at December 31, 2023
RLJ Lodging Trust	\$ 100.00	\$ 116.41	\$ 93.34	\$ 92.14	\$ 70.85	\$ 81.13
S&P 500 Index	\$ 100.00	\$ 131.49	\$ 155.68	\$ 200.37	\$ 164.08	\$ 207.21
Dow Jones US REIT Hotels Index	\$ 100.00	\$ 115.93	\$ 85.89	\$ 98.83	\$ 83.64	\$ 104.09

This performance graph shall not be deemed to be "filed" for the purposes of Section 18 of the Exchange Act, or incorporated by reference into any filing by us under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Shareholder Information

At February 20, 2024, we had 170 holders of record of our common shares. However, because many of our common shares are held by brokers and other institutions on behalf of shareholders, we believe there are substantially more beneficial holders of our common shares than holders of record. At February 20, 2024, there were 12 holders (other than our company) of our OP units. Our OP units are redeemable for cash or, at our election, for our common shares.

In order to comply with certain requirements related to our qualification as a REIT, our declaration of trust provides that, subject to certain exceptions, no person or entity (other than a person or entity who has been granted an exception) may directly or indirectly, beneficially or constructively, own more than 9.8% of the aggregate of our outstanding common shares, by value or by number of shares, whichever is more restrictive, or 9.8% of the aggregate of the outstanding preferred shares of any class or series, by value or by number of shares, whichever is more restrictive.

Distribution Information

We intend, over time, to make quarterly distributions to our common shareholders. In order to qualify and maintain our qualification for taxation as a REIT, we intend to make annual distributions to our shareholders of at least 90% of our REIT taxable income, determined without regard to the deduction for dividends paid and excluding any net capital gain.

The credit agreements governing our \$600.0 million unsecured revolving credit facility (the "Revolver") and our unsecured term loans (the "Term Loans") limit our ability to pay dividends under certain circumstances. If an event of default exists, we may only pay cash dividends in an aggregate amount with respect to any fiscal year not to exceed the greater of (a) the minimum amount required for us to maintain our status as a REIT under Sections 856 through 860 of the Code, or (b) the amount necessary to avoid income or excise tax under the Code. However, if the event of default is a payment default or bankruptcy related, we may not make any cash dividend payments. So long as no event of default exists, the credit agreements do not restrict our ability to pay cash dividends.

The terms of our outstanding preferred stock prohibit us from paying dividends on our common shares unless all accrued preferred dividends then payable have been paid.

Any future distributions will be at the sole discretion of our board of trustees, and their form, timing and amount, if any, will depend upon a number of factors, including our actual and projected financial condition, liquidity, EBITDA, FFO and results of operations, the revenue we actually receive from our properties, our operating expenses, our debt service requirements, our capital expenditures, prohibitions and other limitations under our financing arrangements, as described above, our REIT taxable income, the annual REIT distribution requirements, applicable law and such other factors as our board of trustees deems relevant. To the extent that our cash available for distribution is less than 90% of our REIT taxable income, we may consider various means to cover any such shortfall, including borrowing under the Revolver or other loans, selling certain of our assets, or using a portion of the net proceeds we receive from offerings of equity, equity-related or debt securities or declaring taxable share dividends.

Unregistered Sales of Equity Securities

The Company did not sell any securities during the fiscal year ended December 31, 2023 that were not registered under the Securities Act.

Issuer Purchases of Equity Securities

The following table summarizes all of the share repurchases during the quarter ended December 31, 2023:

Period	Total number of shares purchased	Average price paid per share	Total number of shares purchased as part of publicly announced plans or programs	Maximum number of shares that may yet be purchased under the plans or programs (1)
October 1, 2023 through October 31, 2023	328,381	\$ 9.75	328,381	23,395,519
November 1, 2023 through November 30, 2023	194,430	\$ 10.47	194,430	20,381,886
December 1, 2023 through December 31, 2023	352,099	\$ 11.23	352,099	18,253,341
Total	874,910		874,910	

- (1) A share repurchase program to acquire up to an aggregate of \$250.0 million of common and preferred shares was approved in April 2023 and is set to expire on May 8, 2024 (the "2023 Share Repurchase Program"). The maximum number of shares that may yet be repurchased under the 2023 Share Repurchase Program is calculated by dividing the total dollar amount available to repurchase shares by the closing price of our common shares on the last business day of the respective month.

Item 6. Reserved

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis should be read in conjunction with our accompanying consolidated financial statements, the related notes included thereto, and Item 1A., "Risk Factors", all of which appear elsewhere in this Annual Report on Form 10-K.

Overview

We are a self-advised and self-administered Maryland REIT that owns primarily premium-branded, rooms-oriented, high-margin, focused-service and compact full-service hotels located within heart of demand locations. Our hotels are concentrated in markets that we believe exhibit multiple demand generators and attractive long-term growth prospects. We believe premium-branded, focused-service and compact full-service hotels with these characteristics generate high levels of RevPAR, strong operating margins and attractive returns. Focused-service and compact full-service hotels typically generate most of their revenue from room rentals, have limited food and beverage outlets and meeting space and require fewer employees than traditional full-service hotels. We believe these types of hotels have the potential to generate attractive returns relative to other types of hotels due to their ability to achieve RevPAR levels at or close to those achieved by traditional full-service hotels, while achieving higher profit margins due to their more efficient operating model and less volatile cash flows.

Our Customers

The majority of our hotels consist of premium-branded, focused-service and compact full-service hotels. As a result of this property profile, the majority of our customers are transient in nature. Transient business typically represents individual business or leisure travelers. The majority of our hotels are located in business districts within major metropolitan areas. Accordingly, business travelers represent the majority of the transient demand at our hotels. As a result, macroeconomic factors impacting business travel have a greater effect on our business than factors impacting leisure travel.

Group business is typically defined as a minimum of 10 guestrooms booked together as part of the same piece of business. Group business may or may not use the meeting space at any given hotel. Given the limited meeting space at the majority of our hotels, group business that utilizes meeting space represents a small component of our customer base.

A number of our hotel properties are affiliated with brands marketed toward extended-stay customers. Extended-stay customers are generally defined as those staying five nights or longer.

Key Indicators of Operating Performance

We use a variety of operating, financial and other information to evaluate the operating performance of our business. These key indicators include financial information that is prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") as well as other financial measures that are non-GAAP measures. In addition, we

use other information that may not be financial in nature, including industry standard statistical information and comparative data. We use this information to measure the operating performance of our individual hotels, groups of hotels and/or business as a whole. We also use these metrics to evaluate the hotels in our portfolio and potential acquisition opportunities to determine each hotel's contribution to cash flow and its potential to provide attractive long-term total returns. The key indicators include:

- **Average Daily Rate** — ADR represents the total hotel room revenues divided by the total number of rooms sold in a given period. ADR measures the average room price attained by a hotel and ADR trends provide useful information concerning the pricing environment and the nature of the customer base at a hotel or group of hotels. We use ADR to assess the pricing levels that we are able to generate, as changes in rates have a greater impact on operating margins and profitability than changes in Occupancy.
- **Occupancy** — Occupancy represents the total number of hotel rooms sold in a given period divided by the total number of rooms available. Occupancy measures the utilization of our hotels' available capacity. We use Occupancy to measure demand at a specific hotel or group of hotels in a given period. Additionally, Occupancy levels help us determine the achievable ADR levels.
- **Revenue Per Available Room** — RevPAR is the product of ADR and Occupancy. RevPAR does not include non-room revenues, such as food and beverage revenue or other revenue. We use RevPAR to identify trend information with respect to room revenues from comparable hotel properties and to evaluate hotel performance on a regional basis.

RevPAR changes that are primarily driven by changes in Occupancy have different implications for overall revenues and profitability than the changes that are driven primarily by changes in ADR. For example, an increase in Occupancy at a hotel would lead to additional variable operating costs (including housekeeping services, utilities and room supplies) and could also result in an increase in other revenue and other operating expense. Changes in ADR typically have a greater impact on operating margins and profitability as they only have a limited effect on variable operating costs.

ADR, Occupancy and RevPAR are commonly used measures within the lodging industry to evaluate operating performance. RevPAR is an important statistic for monitoring operating performance at the individual hotel property level and across our entire business. We evaluate individual hotel RevPAR performance on an absolute basis with comparisons to budget and prior periods, as well as on a regional and company-wide basis. ADR and RevPAR include only room revenue. Room revenue comprised approximately 82.6% of our total revenues for the year ended December 31, 2023, and it is dictated by demand (as measured by Occupancy), pricing (as measured by ADR) and our available supply of hotel rooms.

We also use non-GAAP measures such as FFO, Adjusted FFO, EBITDA, EBITDA_{re} and Adjusted EBITDA to evaluate the operating performance of our business. For a more in depth discussion of the non-GAAP measures, please refer to the "Non-GAAP Financial Measures" section.

Principal Factors Affecting Our Results of Operations

The principal factors affecting our operating results include the overall demand for lodging compared to the supply of available hotel rooms and other lodging options, and the ability of our third-party management companies to increase or maintain revenues while controlling expenses.

- **Demand** — The demand for lodging, especially business travel, generally fluctuates with the overall economy. Historically, periods of declining demand are followed by extended periods of relatively strong demand, which typically occurs during the growth phase of the lodging cycle.
- **Supply** — The development of new hotels is driven largely by construction costs, the availability of financing, the expected performance of existing hotels and other lodging options.

We expect that our ADR, Occupancy and RevPAR performance will be impacted by macroeconomic factors such as regional and local employment growth, government spending, personal income and corporate earnings, office vacancy rates, business relocation decisions, airport activity, business and leisure travel demand, new hotel construction and the pricing strategies of our competitors. In addition, our ADR, Occupancy and RevPAR performance are dependent on the continued success of the Marriott, Hilton and Hyatt hotel brands.

- **Revenues** — Substantially all of our revenues are derived from the operation of hotels. Specifically, our revenues are comprised of:
 - **Room revenue** — Occupancy and ADR are the major drivers of room revenue. Room revenue accounts for the majority of our total revenues.

- *Food and beverage revenue* — Occupancy, the nature of the hotel property and the type of customer staying at the hotel are the major drivers of food and beverage revenue (i.e., group business typically generates more food and beverage revenue through catering functions as compared to transient business, which may or may not utilize the hotel's food and beverage outlets).
- *Other revenue* — Occupancy and the nature of the hotel property are the main drivers of other ancillary revenue, such as parking fees, resort fees, gift shop sales and other guest service fees. Some hotels, due to the limited focus of the services offered and size or space limitations at the hotel, may not have the type of facilities that generate other revenue.
- **Property Operating Expenses** — The components of our property operating expenses are as follows:
 - *Room expense* — These expenses include housekeeping and front office wages and payroll taxes, reservation systems, room supplies, laundry services and other room-related costs. Like room revenue, Occupancy is the major driver of room expense. These costs can increase based on an increase in salaries and wages, as well as the level of service and amenities that are provided at the hotel property.
 - *Food and beverage expense* — These expenses primarily include food, beverage and labor costs. Occupancy and the type of customer staying at the hotel (i.e., catered functions are generally more profitable than restaurant, bar, and other food and beverage outlets that are located on the hotel property) are the major drivers of food and beverage expense, which correlates closely with food and beverage revenue.
 - *Management and franchise fee expense* — A base management fee is computed as a percentage of gross hotel revenues. An incentive management fee is typically paid when the hotel's operating income exceeds certain thresholds, and it is generally calculated as a percentage of hotel operating income after we have received a priority return on our investment in the hotel. A franchise fee is computed as a percentage of room revenue, plus an additional percentage of room revenue for marketing, central reservation systems and other franchisor costs. Certain hotels will also pay an additional franchise fee which is computed as a percentage of food and beverage revenue. For a more in depth discussion of the management and franchise fees, please refer to the "Our Hotel Properties — Management Agreements" and "Our Hotel Properties — Franchise Agreements" sections.
 - *Other operating expenses* — These expenses include labor and other costs associated with the sources of our other revenue, as well as the labor and other costs associated with the administrative departments, sales and marketing, repairs and maintenance, and utility costs at the hotel properties.

Most categories of variable operating expenses, including labor costs, fluctuate with changes in Occupancy. Increases in Occupancy are accompanied by increases in most categories of variable operating expenses, while increases in ADR typically only result in increases in certain categories of operating costs and expenses, such as management fees, franchise fees, travel agency commissions, and credit card processing fees, all of which are based on hotel revenues. Therefore, changes in ADR have a more significant impact on operating margins than changes in Occupancy.

Inflation

We rely on the performance of our hotel properties to increase revenues to keep pace with inflation. Generally, our hotel management companies possess the ability to adjust room rates daily, except for group or corporate rates contractually committed to in advance, although competitive pressures may limit the ability of our operators to raise rates faster than the rate of inflation or even at the same rate. High inflation may also have an adverse effect on our operating expenses, including, but not limited to, labor, supplies, repairs and maintenance, as these costs could increase at a faster rate than any increase in our revenues. Inflation could also have an adverse effect on consumer spending, which could impact Occupancy levels at our hotel properties and, in turn, our own results of operations.

2023 Significant Activities

Our significant activities reflect our commitment to creating long-term shareholder value through enhancing our hotel portfolio's quality, recycling capital and maintaining a prudent capital structure. During the year ended December 31, 2023, the following significant activities took place:

- Successfully launched our hotel conversion of The Pierside Hotel, an independent lifestyle property located in Santa Monica, California.

- Exercised one-year extension options on approximately \$224.7 million of certain Term Loans to extend the maturities to January 2024 (subsequently refinanced and extended to May 2026, as described below).
- Received \$95.0 million in borrowings on a Term Loan amended in November 2022 and utilized the proceeds to pay off approximately \$94.0 million of maturing Term Loans.
- Exercised the final one-year extension option on a mortgage loan to extend the maturity to April 2024.
- Entered into \$525.0 million in new interest rate swap agreements as \$425.0 million in swaps expired.
- Approved the 2023 Share Repurchase Program to acquire up to an aggregate of \$250.0 million of common and preferred shares from May 9, 2023 to May 8, 2024.
- Converted the Hotel Indigo New Orleans Garden District to the Hotel Tonnelle New Orleans, a Tribute Portfolio Hotel.
- Refinanced approximately \$224.7 million in Term Loans and recast our \$600.0 million Revolver to extend the maturity dates to May 2026 and May 2027, respectively.
- Converted our 21c Hotel in Nashville, Tennessee to The Bankers Alley Hotel, a Tapestry Collection by Hilton.
- Repurchased and retired approximately 7.5 million common shares for approximately \$76.0 million.

Results of Operations

At both December 31, 2023 and 2022, we owned 97 hotel properties. Based on when a hotel property is acquired, sold or closed for renovation, the operating results for certain hotel properties are not comparable for the years ended December 31, 2023 and 2022. The non-comparable properties include two hotel properties that were sold and one acquisition that was completed in 2022.

For similar operating and financial data and discussion of our results for the year ended December 31, 2022 compared to our results for the year ended December 31, 2021, refer to Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” under Part II of our annual report on [Form 10-K for the year ended December 31, 2022](#), which was filed with the SEC on February 28, 2023 and is incorporated herein by reference.

Comparison of the year ended December 31, 2023 to the year ended December 31, 2022

	For the year ended December 31,		\$ Change
	2023	2022	
	(amounts in thousands)		
Revenues			
Operating revenues			
Room revenue	\$ 1,095,028	\$ 1,002,454	\$ 92,574
Food and beverage revenue	141,625	117,027	24,598
Other revenue	88,924	74,181	14,743
Total revenues	<u>1,325,577</u>	<u>1,193,662</u>	<u>131,915</u>
Expenses			
Operating expenses			
Room expense	277,058	253,441	23,617
Food and beverage expense	109,707	87,402	22,305
Management and franchise fee expense	107,417	95,565	11,852
Other operating expenses	340,485	308,000	32,485
Total property operating expenses	<u>834,667</u>	<u>744,408</u>	<u>90,259</u>
Depreciation and amortization	179,103	184,875	(5,772)
Property tax, insurance and other	100,229	86,996	13,233
General and administrative	58,998	56,330	2,668
Transaction costs	223	(345)	568
Total operating expenses	<u>1,173,220</u>	<u>1,072,264</u>	<u>100,956</u>
Other income, net	4,364	9,496	(5,132)
Interest income	19,743	4,559	15,184
Interest expense	(98,807)	(93,155)	(5,652)
(Loss) gain on sale of hotel properties, net	(34)	1,017	(1,051)
Loss on extinguishment of indebtedness, net	(169)	(39)	(130)
Income before equity in income from unconsolidated joint ventures	<u>77,454</u>	<u>43,276</u>	<u>34,178</u>
Equity in income from unconsolidated joint ventures	419	457	(38)
Income before income tax expense	<u>77,873</u>	<u>43,733</u>	<u>34,140</u>
Income tax expense	(1,256)	(1,518)	262
Net income	<u>76,617</u>	<u>42,215</u>	<u>34,402</u>
Net loss (income) attributable to noncontrolling interests:			
Noncontrolling interest in consolidated joint ventures	35	(210)	245
Noncontrolling interest in the Operating Partnership	(247)	(80)	(167)
Net income attributable to RLJ	<u>76,405</u>	<u>41,925</u>	<u>34,480</u>
Preferred dividends	(25,115)	(25,115)	—
Net income attributable to common shareholders	<u>\$ 51,290</u>	<u>\$ 16,810</u>	<u>\$ 34,480</u>

Revenues

Total revenues increased \$131.9 million to \$1.3 billion for the year ended December 31, 2023, from \$1.2 billion for the year ended December 31, 2022. The increase was a result of a \$92.6 million increase in room revenue, a \$24.6 million increase in food and beverage revenue, and a \$14.7 million increase in other revenue.

Room Revenue

Room revenue increased \$92.6 million to \$1.1 billion for the year ended December 31, 2023, from \$1.0 billion for the year ended December 31, 2022. The increase was the result of a \$90.1 million increase in room revenue attributable to the comparable properties and a \$2.5 million increase in room revenue attributable to the non-comparable properties. The increase in room revenue from the comparable properties was due to an increase in RevPAR resulting from recoveries in business and group travel and the ramping up of our recently converted hotels.

The following are the key hotel operating statistics for the comparable properties:

	For the year ended December 31,	
	2023	2022
Occupancy	71.8 %	68.9 %
ADR	\$ 196.43	\$ 187.84
RevPAR	\$ 141.09	\$ 129.46

Food and Beverage Revenue

Food and beverage revenue increased \$24.6 million to \$141.6 million for the year ended December 31, 2023, from \$117.0 million for the year ended December 31, 2022. The increase in food and beverage revenue was primarily due to an increase in banquet and catering revenues from group business and new food and beverage outlets at our recently converted hotels.

Other Revenue

Other revenue, which includes revenue derived from ancillary sources such as parking fees, facility fees, gift shop sales and other guest service fees, increased \$14.7 million to \$88.9 million for the year ended December 31, 2023, from \$74.2 million for the year ended December 31, 2022. The increase in other revenue was primarily due to an increase in parking fees, resort and facility fees (including new resort and facility fees implemented during the prior year), and miscellaneous other sales and fees that corresponded to the increase in demand over the prior period.

Property Operating Expenses

Property operating expenses increased \$90.3 million to \$834.7 million for the year ended December 31, 2023, from \$744.4 million for the year ended December 31, 2022. The increase was due to an \$86.2 million increase in property operating expenses attributable to the comparable properties and a \$4.1 million increase in property operating expenses attributable to the non-comparable properties.

The components of our property operating expenses for the comparable properties were as follows (in thousands):

	For the year ended December 31,		\$ Change
	2023	2022	
Room expense	\$ 274,651	\$ 251,909	\$ 22,742
Food and beverage expense	107,651	86,315	21,336
Management and franchise fee expense	106,779	94,989	11,790
Other operating expenses	336,263	305,968	30,295
Total property operating expenses	\$ 825,344	\$ 739,181	\$ 86,163

The increase in property operating expenses attributable to the comparable properties was primarily due to increases in wages and benefits, sales and marketing expenses, and fees and costs based on revenue, including management fees. Management and franchise fee expense for the year ended December 31, 2022 included a reduction of \$4.1 million related to the recognition of the Wyndham termination payments, which were fully recognized as of December 31, 2022.

Depreciation and Amortization

Depreciation and amortization expense decreased \$5.8 million to \$179.1 million for the year ended December 31, 2023, from \$184.9 million for the year ended December 31, 2022. The decrease was primarily attributable to furniture, fixtures and equipment that were fully depreciated in 2022, partially offset by an increase in depreciation and amortization expense related to recently renovated hotels.

Property Tax, Insurance and Other

Property tax, insurance and other expense increased \$13.2 million to \$100.2 million for the year ended December 31, 2023, from \$87.0 million for the year ended December 31, 2022. The increase was attributable to an increase in insurance premiums and property taxes. The increase was also attributable to an increase in ground rent expense primarily due to increases in percentage rent obligations and consumer price index adjustments for certain of our ground leases.

General and Administrative

General and administrative expense increased \$2.7 million to \$59.0 million for the year ended December 31, 2023, from \$56.3 million for the year ended December 31, 2022. The increase in general and administrative expense was primarily attributable to an increase in compensation expense.

Other Income, net

Other income, net decreased \$5.1 million to \$4.4 million for the year ended December 31, 2023, from \$9.5 million for the year ended December 31, 2022. The decrease was primarily attributable to the reclassification of unrealized gains from accumulated other comprehensive income due to the discontinuation of certain cash flow hedges during the year ended December 31, 2022.

Interest Income

Interest income increased \$15.2 million to \$19.7 million for the year ended December 31, 2023, from \$4.6 million for the year ended December 31, 2022. The increase was attributable to our corporate and hotel-level cash earning higher interest rates due to increases in the federal funds rate.

Interest Expense

Interest expense increased \$5.7 million to \$98.8 million for the year ended December 31, 2023, from \$93.2 million for the year ended December 31, 2022. Interest expense increased due to higher interest rates on our unhedged variable rate debt combined with an increase in the amount of our debt that was unhedged, partially offset by the impact of lower average debt balances. The components of our interest expense for the years ended December 31, 2023 and 2022 were as follows (in thousands):

	For the year ended December 31,		S Change
	2023	2022	
Senior Notes	\$ 38,764	\$ 38,820	\$ (56)
Revolver and Term Loans	31,000	34,126	(3,126)
Mortgage loans	21,014	13,563	7,451
Amortization of deferred financing costs	6,100	5,967	133
Non-cash interest expense related to interest rate hedges	1,929	679	1,250
Total interest expense	\$ 98,807	\$ 93,155	\$ 5,652

(Loss) Gain on Sale of Hotel Properties, net

During the year ended December 31, 2022, we sold two hotel properties for a combined sales price of approximately \$49.9 million and recorded a net gain on sale of approximately \$1.0 million. There were no hotels sold during the year ended December 31, 2023.

Non-GAAP Financial Measures

We consider the following non-GAAP financial measures useful to investors as key supplemental measures of our performance: (1) FFO, (2) Adjusted FFO, (3) EBITDA, (4) EBITDA_{re} and (5) Adjusted EBITDA. These non-GAAP financial measures should be considered along with, but not as alternatives to, net income as a measure of our operating performance. FFO, Adjusted FFO, EBITDA, EBITDA_{re}, and Adjusted EBITDA, as calculated by us, may not be comparable to FFO, Adjusted FFO, EBITDA, EBITDA_{re} and Adjusted EBITDA as reported by other companies that do not define such terms exactly as we define such terms.

Funds From Operations

We calculate FFO in accordance with standards established by the National Association of Real Estate Investment Trusts ("NAREIT"), which defines FFO as net income or loss, excluding gains or losses from sales of real estate, impairment, the cumulative effect of changes in accounting principles, plus depreciation and amortization, and adjustments for unconsolidated partnerships and joint ventures. Historical cost accounting for real estate assets implicitly assumes that the value of real estate assets diminishes predictably over time. Since real estate values instead have historically risen or fallen with market conditions, most real estate industry investors consider FFO to be helpful in evaluating a real estate company's operations. We believe that the presentation of FFO provides useful information to investors regarding our operating performance and can facilitate comparisons of operating performance between periods and between REITs, even though FFO does not represent an amount that accrues directly to common shareholders. Our calculation of FFO may not be comparable to measures calculated by other companies who do not use the NAREIT definition of FFO or do not calculate FFO per diluted share in accordance with NAREIT guidance. Additionally, FFO may not be helpful when comparing us to non-REITs. We present FFO attributable to common shareholders, which includes our OP units, because our OP units may be redeemed for common shares. We believe it is meaningful for the investor to understand FFO attributable to all common shares and OP units.

We further adjust FFO for certain additional items that are not in NAREIT's definition of FFO, such as transaction costs, pre-opening costs, gains or losses on extinguishment of indebtedness, amortization of share-based compensation, non-cash income tax expense or benefit, non-cash interest expense related to discontinued interest rate hedges, derivative gains or losses in accumulated other comprehensive income reclassified to earnings, and certain other income or expenses that we consider outside the normal course of operations. We believe that Adjusted FFO provides useful supplemental information to investors regarding our ongoing operating performance that, when considered with net income and FFO, is beneficial to an investor's understanding of our operating performance.

The following table is a reconciliation of our GAAP net income to FFO attributable to common shareholders and unitholders and Adjusted FFO attributable to common shareholders and unitholders for the years ended December 31, 2023 and 2022 (in thousands):

	For the year ended December 31,	
	2023	2022
Net income	\$ 76,617	\$ 42,215
Preferred dividends	(25,115)	(25,115)
Depreciation and amortization	179,103	184,875
Loss (gain) on sale of hotel properties, net	34	(1,017)
Noncontrolling interest in consolidated joint ventures	35	(210)
Adjustments related to consolidated joint venture (1)	(175)	(187)
Adjustments related to unconsolidated joint venture (2)	941	1,070
FFO	231,440	201,631
Transaction costs	223	(345)
Pre-opening costs (3)	1,351	2,258
Loss on extinguishment of indebtedness, net	169	39
Amortization of share-based compensation	24,285	21,664
Non-cash income tax benefit	(5)	(17)
Non-cash interest expense related to discontinued interest rate hedges	1,929	680
Derivative gains in accumulated other comprehensive income reclassified to earnings (4)	—	(5,866)
Other expenses (5)	996	1,067
Adjusted FFO	\$ 260,388	\$ 221,111

(1) Includes depreciation and amortization expense allocated to the noncontrolling interest in the consolidated joint venture.

(2) Includes our ownership interest in the depreciation and amortization expense of the unconsolidated joint venture.

(3) Represents expenses related to the brand conversions of certain hotel properties prior to opening.

(4) Reclassification of interest rate swap gains from accumulated other comprehensive income to earnings for discontinued interest rate hedges.

(5) Represents expenses and income outside of the normal course of operations. For the year ended December 31, 2023, other expenses included one-time management company transition costs of \$0.6 million.

EBITDA and EBITDAre

EBITDA is defined as net income or loss excluding: (1) interest expense; (2) provision for income taxes, including income taxes applicable to sales of assets; and (3) depreciation and amortization expense. We consider EBITDA useful to an investor in evaluating and facilitating comparisons of our operating performance between periods and between REITs by removing the impact of our capital structure (primarily interest expense) and asset base (primarily depreciation and amortization expense) from our operating results. In addition, EBITDA is used as one measure in determining the value of hotel acquisitions and disposals.

In addition to EBITDA, we present EBITDAre in accordance with NAREIT guidelines, which defines EBITDAre as net income or loss excluding interest expense, income tax benefit or expense, depreciation and amortization expense, gains or losses from sales of real estate, impairment, and adjustments for unconsolidated joint ventures. We believe that the presentation of EBITDAre provides useful information to investors regarding our operating performance and can facilitate comparisons of operating performance between periods and between REITs.

We also present Adjusted EBITDA, which includes additional adjustments for items such as transaction costs, pre-opening costs, gains or losses on extinguishment of indebtedness, amortization of share-based compensation, derivative gains or losses in accumulated other comprehensive income reclassified to earnings, and certain other income or expenses that we consider outside the normal course of operations. We believe that Adjusted EBITDA provides useful supplemental information to investors regarding our ongoing operating performance that, when considered with net income, EBITDA and EBITDAre, is beneficial to an investor's understanding of our operating performance.

The following table is a reconciliation of our GAAP net income to EBITDA, EBITDA_{re} and Adjusted EBITDA for the years ended December 31, 2023 and 2022 (in thousands):

	For the year ended December 31,	
	2023	2022
Net income	\$ 76,617	\$ 42,215
Depreciation and amortization	179,103	184,875
Interest expense, net of interest income	79,064	88,596
Income tax expense	1,256	1,518
Adjustments related to unconsolidated joint venture (1)	1,374	1,519
EBITDA	337,414	318,723
Loss (gain) on sale of hotel properties, net	34	(1,017)
EBITDA _{re}	337,448	317,706
Transaction costs	223	(345)
Pre-opening costs (2)	1,351	2,258
Loss on extinguishment of indebtedness, net	169	39
Amortization of share-based compensation	24,285	21,664
Derivative gains in accumulated other comprehensive income reclassified to earnings (3)	—	(5,866)
Other expenses (4)	996	1,067
Adjusted EBITDA	\$ 364,472	\$ 336,523

(1) Includes our ownership interest in the interest, depreciation, and amortization expense of the unconsolidated joint venture.

(2) Represents expenses related to the brand conversions of certain hotel properties prior to opening.

(3) Reclassification of interest rate swap gains from accumulated other comprehensive income to earnings for discontinued interest rate hedges.

(4) Represents expenses and income outside of the normal course of operations. For the year ended December 31, 2023, other expenses included one-time management company transition costs of \$0.6 million.

Liquidity and Capital Resources

As of December 31, 2023, we had \$555.3 million of cash, cash equivalents, and restricted cash reserves as compared to \$536.4 million at December 31, 2022. In addition, we had \$600.0 million available on our Revolver at December 31, 2023.

Our principal uses of capital for the year ended December 31, 2023 were capital improvements and additions to hotel properties, the repurchase of common shares under our share repurchase programs, and distributions on common and preferred shares. Our principal source of capital for the year ended December 31, 2023 was cash generated from operations.

Material Cash Requirements

Our expected material cash requirements for the twelve months ending 2024 and thereafter are comprised of (i) contractually obligated expenditures; and (ii) other essential cash requirements.

Contractually Obligated Expenditures

We are party to various contractual obligations involving commitments to make payments to third parties. These obligations impact our short-term and long-term liquidity and capital resource needs. Our material short and long-term cash commitments primarily consist of debt obligations and ground lease payments related to certain of our hotel properties.

As of December 31, 2023, we had approximately \$2.2 billion in debt outstanding with a weighted average interest rate of 4.12%, of which \$381.0 million is scheduled to become due in the succeeding 12 months. As of December 31, 2023, our total future minimum lease payments were \$592.7 million, of which \$10.4 million is scheduled to become due in the succeeding 12 months. For details regarding our indebtedness and lease obligations, refer to Note 7, Debt, and Note 10, Commitments and Contingencies, to the consolidated financial statements included elsewhere in this Annual Report on Form 10-K.

Other Essential Cash Requirements

Our other short-term cash requirements consist primarily of the funds necessary to pay for operating expenses and other expenditures directly associated with our hotel properties, including:

- recurring maintenance and capital expenditures necessary to maintain our hotel properties in accordance with brand standards and capital expenditures required for hotel brand conversions;
- distributions, including those necessary to qualify for taxation as a REIT; and
- corporate and other general and administrative expenses.

We expect to meet our short-term cash requirements generally through the net cash provided by operations, existing cash balances, short-term borrowings under our Revolver, proceeds from the sale of hotel properties, proceeds from financings, and proceeds from public offerings of common shares.

Our other long-term cash requirements consist primarily of the funds necessary to pay for costs of acquiring additional hotel properties, renovations and other capital expenditures that need to be made periodically with respect to our hotel properties, and any other value enhancing projects.

Sources and Uses of Cash

Cash flows from Operating Activities

The net cash flow provided by operating activities totaled \$315.1 million and \$256.5 million for the years ended December 31, 2023 and 2022, respectively. The cash flows provided by operating activities generally consist of the net cash generated by our hotel operations, cash paid for corporate expenses and other working capital changes. Refer to the "Results of Operations" section for further discussion of our operating results for the years ended December 31, 2023 and 2022.

Cash flows from Investing Activities

The net cash flow used in investing activities totaled \$134.7 million for the year ended December 31, 2023 primarily due to \$132.3 million in capital improvements and additions to our hotel properties and other assets and a purchase deposit of \$2.4 million.

The net cash flow used in investing activities totaled \$135.5 million for the year ended December 31, 2022 primarily due to a \$59.3 million acquisition of a hotel property and \$124.3 million in capital improvements and additions to our hotel properties. These were partially offset by \$48.1 million of net cash proceeds from the sale of two hotel properties.

Cash flows from Financing Activities

The net cash flow used in financing activities totaled \$161.5 million for the year ended December 31, 2023 primarily due to \$76.0 million paid to repurchase common shares under our share repurchase programs, \$74.5 million in distributions to shareholders and unitholders, \$4.4 million paid to repurchase common shares to satisfy employee tax withholding requirements, and \$7.9 million in deferred financing cost payments.

The net cash flow used in financing activities totaled \$298.5 million for the year ended December 31, 2022 primarily due to \$200.0 million in repayment of the outstanding balance on the Revolver, \$57.6 million paid to repurchase common shares under a share repurchase program, \$38.5 million in distributions to shareholders and unitholders, \$2.6 million in distributions to joint venture partners, \$3.6 million paid to repurchase common shares to satisfy employee tax withholding requirements, and \$1.3 million in deferred financing cost payments. The net cash flow used in financing activities was partially offset by \$5.0 million in borrowing on a Term Loan.

Capital Expenditures and Reserve Funds

We maintain each of our hotel properties in good repair and condition and in conformity with applicable laws and regulations, franchise agreements and management agreements. The cost of routine improvements and alterations are paid out of FF&E reserves, which are funded by a portion of each hotel property's gross revenues. Routine capital expenditures may be administered by the property management companies. However, we have approval rights over the capital expenditures as part of the annual budget process for each of our hotel properties.

From time to time, certain of our hotel properties may undergo renovations as a result of our decision to upgrade portions of the hotels, such as guestrooms, public space, meeting space, and/or restaurants, in order to better compete with other hotels and alternative lodging options in our markets. In addition, upon acquisition of a hotel property we often are required to complete a property improvement plan in order to bring the hotel up to the respective franchisor's standards. If permitted by the terms of the management agreement, funding for a renovation will first come from the FF&E reserves. To the extent that the FF&E reserves are not available or sufficient to cover the cost of the renovation, we will fund all or the remaining portion of the renovation with cash and cash equivalents on hand, our Revolver and/or other sources of available liquidity.

With respect to some of our hotels that are operated under franchise agreements with major national hotel brands and for some of our hotels subject to first mortgage liens, we are obligated to maintain FF&E reserve accounts for future capital expenditures at these hotels. The amount funded into each of these reserve accounts is generally determined pursuant to the management agreements, franchise agreements and/or mortgage loan documents for each of the respective hotels, and typically ranges between 3.0% and 5.0% of the respective hotel's total gross revenue. As of December 31, 2023, approximately \$32.0 million was held in FF&E reserve accounts for future capital expenditures.

Critical Accounting Estimates

The preparation of the financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amount of assets and liabilities at the date of our financial statements and the reported amounts of revenues and expenses during the reporting period. We consider our accounting policies over impairment and purchase price allocation to be our critical accounting estimates. See Note 2 to our consolidated financial statements for further descriptions of such accounting policies. We have set forth below the accounting policies that we believe require material subjective or complex judgments and have the most significant impact on our financial condition and results of operations. It is possible that the actual amounts may differ significantly from these estimates and assumptions. We evaluate our estimates, assumptions and judgments on an ongoing basis, based on information that is available to us, our business and industry experience, and various other matters that we believe are reasonable and appropriate for consideration under the circumstances.

Impairment

We assess the carrying value of our investments in hotel properties whenever events or changes in circumstances indicate that the carrying amounts may not be recoverable. Hotel property recoverability is measured by comparing the carrying amount to the projected undiscounted future cash flows expected to be generated from the operation and the eventual disposition of the hotel properties over the estimated hold period, which take into account current market conditions and our intent with respect to holding or disposing of the hotel properties. If our analysis indicates that the carrying value is not recoverable on a projected undiscounted cash flow basis, we will recognize an impairment loss for the amount by which the carrying value exceeds the fair value. The determination of fair value is subjective and is based in part on assumptions and estimates that could differ materially from actual results in future periods. The fair value is determined through various valuation techniques, including internally developed discounted cash flow models, comparable market transactions, third-party appraisals, the net sales proceeds from pending offers, or the net sales proceeds from transactions that closed subsequent to the end of the reporting period. The use of projected future cash flows is based on assumptions that are consistent with a market participant's future expectations for the travel industry and the economy in general, including discount rates, sales proceeds in the reversion year, average daily rates, Occupancy rates, operating expenses and capital expenditures, and our intent with respect to holding or disposing of the underlying hotel properties. Fair value may also be based on assumptions including, but not limited to, room revenue multiples and comparable sales adjusted for capital expenditures, if necessary.

Purchase Price Allocation

Our acquisitions generally consist of land, land improvements, buildings, building improvements, furniture, fixtures and equipment, inventory, and assumed debt. We allocate the purchase price among the assets acquired and the liabilities assumed based on their respective fair values at the date of acquisition. We estimate the fair values of the assets acquired and the liabilities assumed by using a combination of the market, cost and income approaches. We determine the fair value by using

market data and independent appraisals available to us and making numerous estimates and assumptions, such as estimates of future income growth, replacement cost per unit, value per acre or buildable square foot, capitalization rates, discount rates, borrowing rates, market rental rates, capital expenditures and cash flow projections at the respective hotel properties. The determination of fair value is subjective and is based in part on assumptions and estimates that could differ materially from actual results in future periods.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

Market risk includes the risks that arise from changes in interest rates, equity prices and other market changes that affect market sensitive instruments. Our primary market risk exposure is to changes in interest rates on our variable rate debt. As of December 31, 2023, we had approximately \$1.2 billion of total variable rate debt outstanding (or 54.1% of total indebtedness) with a weighted-average interest rate of 4.30% per annum.

Our interest rate risk objectives are to limit the impact of interest rate fluctuations on earnings and cash flows and to lower our overall borrowing costs. To achieve these objectives, we manage our exposure to fluctuations in market interest rates through the use of fixed rate debt instruments to the extent that reasonably favorable rates are obtainable. We have entered into derivative financial instruments such as interest rate swaps to mitigate our interest rate risk or to effectively lock the interest rate on a portion of our variable rate debt. We do not enter into derivative or interest rate transactions for speculative purposes. After taking into consideration the effect of interest rate swaps, 88.5% of our total indebtedness was fixed or effectively fixed. As of December 31, 2023, if market interest rates on our variable rate debt not subject to interest rate swaps were to increase by 1.00%, or 100 basis points, interest expense would decrease future earnings and cash flows by approximately \$2.6 million annually, taking into account our existing contractual hedging arrangements.

The following table provides information about our financial instruments that are sensitive to changes in interest rates. For debt obligations outstanding as of December 31, 2023, the following table presents the principal repayments and related weighted-average interest rates by contractual maturity dates, excluding extension options (in thousands):

	2024	2025	2026	2027	2028	Thereafter	Total
Fixed rate debt (1)(2)	\$ —	\$ —	\$ 500,000	\$ —	\$ —	\$ 525,000	\$ 1,025,000
Weighted-average interest rate	—%	—%	3.75%	—%	—%	4.05%	3.90%
Variable rate debt (1)	\$ 381,000	\$ 400,000	\$ 425,000	\$ —	\$ —	\$ —	\$ 1,206,000
Weighted-average interest rate (3)	5.67%	3.44%	3.90%	—%	—%	—%	4.30%
Total	\$ 381,000	\$ 400,000	\$ 925,000	\$ —	\$ —	\$ 525,000	\$ 2,231,000

(1) Excludes \$8.3 million, \$3.6 million and \$0.2 million of net deferred financing costs on the senior notes, Term Loans and mortgage loans, respectively.

(2) Excludes a \$1.8 million fair value adjustment on debt.

(3) The weighted-average interest rate gives effect to interest rate swaps, as applicable.

Our ultimate realized gain or loss with respect to interest rate fluctuations will depend on the exposures that arise during future periods, prevailing interest rates, and our hedging strategies at that time.

Changes in market interest rates on our fixed rate debt impact the fair value of our debt, but such changes have no impact on our consolidated financial statements. As of December 31, 2023, the estimated fair value of our fixed rate debt was \$950.1 million, which was based on having the same debt service requirements that could have been borrowed at the date presented, at prevailing current market interest rates. If interest rates were to rise by 1.00%, or 100 basis points, and our fixed rate debt balance remained constant, we expect the fair value of our debt would decrease by approximately \$34.8 million.

Item 8. Financial Statements and Supplementary Data

Refer to the Index to Financial Statements on page F-1.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosures

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

The Company's management, under the supervision and with the participation of the Company's Chief Executive Officer and the Chief Financial Officer, has evaluated the effectiveness of the Company's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act), as required by paragraph (b) of Rules 13a-15 and 15d-15 of the Exchange Act. Based on this evaluation, the Company's Chief Executive Officer and Chief Financial Officer have concluded that as of December 31, 2023, the Company's disclosure controls and procedures were effective to ensure that the information we are required to disclose in reports filed or submitted with the Securities and Exchange Commission (i) is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and (ii) is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding disclosure.

Management's Annual Report on Internal Control over Financial Reporting

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) and 15d-15(f) of the Exchange Act). The Company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluations of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

The Company's management assessed the effectiveness of its internal control over financial reporting as of December 31, 2023. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") in *Internal Control - Integrated Framework (2013)*. Based on this assessment, management has concluded that, as of December 31, 2023, our internal control over financial reporting is effective based on those criteria.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2023 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which appears on page F-2 of this Annual Report on Form 10-K.

Changes in Internal Control over Financial Reporting

There have been no changes in the Company's internal control over financial reporting (as defined in Rule 13a-15 and 15d-15 of the Exchange Act) during the period ended December 31, 2023 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 9B. Other information

Rule 10b5-1 Trading Plans

During the three months ended December 31, 2023, none of the Company's trustees or officers adopted or terminated any contract, instruction or written plan for the purchase or sale of Company securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any "non-Rule 10b5-1 trading arrangement."

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The information called for by this Item is contained in our definitive Proxy Statement for our 2024 Annual Meeting of Shareholders, and is incorporated herein by reference.

Item 11. Executive Compensation

The information called for by this Item is contained in our definitive Proxy Statement for our 2024 Annual Meeting of Shareholders, and is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Shareholder Matters

The information called for by this Item is contained in our definitive Proxy Statement for our 2024 Annual Meeting of Shareholders, or in Item 5 of this Annual Report on Form 10-K for the year ended December 31, 2023, and is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions and Director Independence

The information called for by this Item is contained in our definitive Proxy Statement for our 2024 Annual Meeting of Shareholders, and is incorporated herein by reference.

Item 14. Principal Accountant Fees and Services

The information called for by this Item is contained in our definitive Proxy Statement for our 2024 Annual Meeting of Shareholders, and is incorporated herein by reference.

PART IV

Item 15. Exhibits and Financial Statement Schedules

The following is a list of documents filed as a part of this report:

- (1) Financial Statements — Refer to the Index to Financial Statements on page F-1
- (2) Financial Statement Schedules — The following financial statement schedule is included herein on pages F-38 through F-42:

Schedule III — Real Estate and Accumulated Depreciation for RLJ Lodging Trust

All other schedules for which a provision is made in Regulation S-X are either not required to be included herein under the related instructions, are inapplicable, or the related information is included in the footnotes to the applicable financial statement and, therefore, have been omitted.

- (3) Exhibits — The exhibits required to be filed by Item 601 of Regulation S-K are noted below:

Exhibit Index

Exhibit Number	Description of Exhibit
3.1	Articles of Amendment and Restatement of Declaration of Trust of RLJ Lodging Trust (incorporated by reference to Exhibit 3.1 to Amendment No. 4 to the Registrant's Registration Statement on Form S-11 (File No. 333-172011) filed on May 5, 2011)
3.2	Articles of Amendment to Articles of Amendment and Restatement of Declaration of Trust of RLJ Lodging Trust (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed on May 7, 2015)
3.3	Articles of Amendment to Articles of Amendment and Restatement of Declaration of Trust of RLJ Lodging Trust (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed on May 5, 2016)
3.4	Articles Supplementary to Articles of Amendment and Restatement of Declaration of Trust (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed on February 26, 2015)
3.5	Articles Supplementary designating RLJ Lodging Trust's \$1.95 Series A Cumulative Convertible Preferred Shares, par value \$0.01 per share (incorporated by reference to Exhibit 3.5 to the Registrant's Form 8-A filed on August 30, 2017)
3.6	Third Amended and Restated Bylaws of RLJ Lodging Trust (incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K filed on May 5, 2016)
4.1	Form of Specimen Common Share Certificate (incorporated by reference to Exhibit 4.1 to the Registrant's Registration Statement on Form S-11/A (File No. 333-172011) filed on April 29, 2011)
4.2	Form of stock certificate evidencing the \$1.95 Series A Cumulative Convertible Preferred Shares, par value \$0.01 per share (incorporated by reference to Exhibit 4.2 to the Registrant's Form 8-A filed on August 30, 2017)
4.3	Registration Rights Agreement, dated May 16, 2011, by and among RLJ Lodging Trust and the persons listed on Schedule I thereto (incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed on May 19, 2011)
4.4	Registration Rights Agreement, dated May 16, 2011, by and among RLJ Lodging Trust and the persons listed on Schedule I thereto (incorporated by reference to Exhibit 10.3 to the Registrant's Current Report on Form 8-K filed on May 19, 2011)
4.5	Indenture, dated as of June 17, 2021, among RLJ Lodging Trust, RLJ Lodging Trust, L.P., the subsidiary guarantors party thereto and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed on June 17, 2021)
4.6	Indenture, dated as of September 13, 2021, among RLJ Lodging Trust, RLJ Lodging Trust, L.P., the subsidiary guarantors party thereto and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed on September 16, 2021)
4.7	Description of Registered Securities
10.1	Amended and Restated Agreement of Limited Partnership, dated May 13, 2011 (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed on May 19, 2011)

- 10.2 [Amendment No. 1 to Amended and Restated Agreement of Limited Partnership, dated August 31, 2017 \(incorporated by reference to Exhibit 10.3 to the Registrant's Current Report on Form 8-K filed on September 1, 2017\)](#)
- 10.3* [Indemnification Agreement, dated May 16, 2011, between RLJ Lodging Trust and Evan Bayh \(incorporated by reference to Exhibit 10.5 to the Registrant's Current Report on Form 8-K filed on May 19, 2011\)](#)
- 10.4* [Indemnification Agreement, dated May 16, 2011, between RLJ Lodging Trust and Nathaniel Davis \(incorporated by reference to Exhibit 10.7 to the Registrant's Current Report on Form 8-K filed on May 19, 2011\)](#)
- 10.5* [Indemnification Agreement, dated May 16, 2011, between RLJ Lodging Trust and Leslie D. Hale \(incorporated by reference to Exhibit 10.8 to the Registrant's Current Report on Form 8-K filed on May 19, 2011\)](#)
- 10.6* [Indemnification Agreement, dated May 16, 2011, between RLJ Lodging Trust and Robert L. Johnson \(incorporated by reference to Exhibit 10.9 to the Registrant's Current Report on Form 8-K filed on May 19, 2011\)](#)
- 10.7* [Indemnification Agreement, dated May 16, 2011, between RLJ Lodging Trust and Robert M. La Forgia \(incorporated by reference to Exhibit 10.10 to the Registrant's Current Report on Form 8-K filed on May 19, 2011\)](#)
- 10.8 [RLJ Lodging Trust 2021 Equity Incentive Plan \(incorporated by reference to Exhibit 10.3 to the Registrant's Quarterly Report on Form 10-Q filed on August 6, 2021\)](#)
- 10.9* [Form of Restricted Share Agreement \(incorporated by reference to Exhibit 10.4 to the Registrant's Quarterly Report on Form 10-Q filed on August 6, 2021\)](#)
- 10.10* [Form of Performance Share Unit Agreement \(incorporated by reference to Exhibit 10.5 to the Registrant's Quarterly Report on Form 10-Q filed on August 6, 2021\)](#)
- 10.11* [Amended and Restated Employment Agreement, dated as of November 1, 2021, by and among RLJ Lodging Trust, RLJ Lodging Trust, L.P. and Robert L. Johnson \(incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed on November 5, 2021\)](#)
- 10.12* [Employment Agreement, dated as of March 29, 2023, by and among RLJ Lodging Trust, RLJ Lodging Trust, L.P. and Leslie D. Hale \(incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed on April 4, 2023\)](#)
- 10.13* [Amended and Restated Employment Agreement, dated as of November 1, 2021, by and among RLJ Lodging Trust, RLJ Lodging Trust, L.P. and Sean M. Mahoney \(incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed on November 5, 2021\)](#)
- 10.14*** [Amended and Restated Employment Agreement, dated as of February 1, 2022, by and among RLJ Lodging Trust, RLJ Lodging Trust, L.P. and Thomas Bardenett](#)
- 10.15*** [Employment Agreement, dated as of April 27, 2023, by and among RLJ Lodging Trust, RLJ Lodging Trust, L.P. and Chad Perry](#)
- 10.16 [Fourth Amended and Restated Credit Agreement, dated as of May 10, 2023, by and among RLJ Lodging Trust, L.P., RLJ Lodging Trust, Wells Fargo Bank National Association, as Administrative Agent and a lender, and the other agents and lenders party thereto \(incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed on May 16, 2023\)](#)
- 10.17 [Fourth Amended and Restated Guaranty, dated as of May 10, 2023, by and among RLJ Lodging Trust, certain subsidiaries of RLJ Lodging Trust party thereto and Wells Fargo Bank National Association, as Administrative Agent \(incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed on May 16, 2023\)](#)
- 21.1** [List of subsidiaries of RLJ Lodging Trust](#)
- 23.1** [Consent of PricewaterhouseCoopers LLP](#)
- 31.1** [Certification of Chief Executive Officer pursuant to Rule 13a-14\(a\)/15d-14\(a\) of the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002](#)
- 31.2** [Certification of Chief Financial Officer pursuant to Rule 13a-14\(a\)/15d-14\(a\) of the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002](#)
- 32.1** [Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002](#)
- 97.1** [RLJ Lodging Trust Amended and Restated Executive Compensation Clawback Policy](#)
- 101.INS Inline XBRL Instance Document Submitted electronically with this report
- 101.SCH Inline XBRL Taxonomy Extension Schema Document Submitted electronically with this report
- 101.CAL Inline XBRL Taxonomy Calculation Linkbase Document Submitted electronically with this report
- 101.DEF Inline XBRL Taxonomy Extension Definition Linkbase Document Submitted electronically with this report
- 101.LAB Inline XBRL Taxonomy Label Linkbase Document Submitted electronically with this report

101.PRE Inline XBRL Taxonomy Presentation Linkbase Document
104 Cover Page Interactive Data File (formatted as Inline XBRL and included in Exhibit 101)

Submitted electronically with this report

*This exhibit is a management contract or compensatory plan contract or arrangement.
**Filed herewith

Item 16. Form 10-K Summary

Not applicable.

Item 8. Financial Statements

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Report of Independent Registered Public Accounting Firm

To the Board of Trustees and Shareholders of RLJ Lodging Trust

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of RLJ Lodging Trust and its subsidiaries (the “Company”) as of December 31, 2023 and 2022, and the related consolidated statements of operations and comprehensive income (loss), of changes in equity and of cash flows for each of the three years in the period ended December 31, 2023, including the related notes and financial statement schedule listed in the accompanying index (collectively referred to as the “consolidated financial statements”). We also have audited the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Annual Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Impairment Assessment of Investment in Hotel Properties

As described in Note 3 to the consolidated financial statements, as of December 31, 2023, investment in hotel properties totaled \$4.1 billion and there were no impairment losses recorded during the year ended December 31, 2023. As described in Note 2 to the consolidated financial statements, management assesses the carrying value of its investments in hotel properties whenever events or changes in circumstances indicate that the carrying amounts may not be recoverable. The recoverability is measured by comparing the carrying amount to the projected undiscounted future cash flows expected to be generated from the operation and the eventual disposition of the hotel properties over the estimated hold period, which takes into account current market conditions and management's intent with respect to holding or disposing of the hotel properties. If management's analysis indicates that the carrying value is not recoverable on a projected undiscounted cash flow basis, the Company will recognize an impairment loss for the amount by which the carrying value exceeds the fair value.

The principal considerations for our determination that performing procedures relating to the impairment assessment of investment in hotel properties is a critical audit matter are (i) the significant judgment by management to identify events or changes in circumstances indicating that the carrying amounts may not be recoverable and (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures related to management's identification of events or changes in circumstances indicating that the carrying amounts may not be recoverable.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the impairment assessment of investment in hotel properties, including controls over management's identification of events or changes in circumstances indicating that the carrying amounts may not be recoverable. These procedures also included, among others, (i) testing management's process for identifying investment in hotel properties to be evaluated for impairment, (ii) evaluating events or changes in circumstances that indicate that the carrying amounts may not be recoverable, including, among others, performance of the hotel properties and indicators of changes in hold period for hotel properties, (iii) testing the completeness and accuracy of underlying data used in the evaluation, and (iv) considering whether the information used in the evaluation was consistent with evidence obtained in other areas of the audit.

/s/ PricewaterhouseCoopers LLP
Washington, D.C.
February 27, 2024

We have served as the Company's auditor since 2001.

RLJ Lodging Trust
Consolidated Balance Sheets
(Amounts in thousands, except share and per share data)

	December 31,	
	2023	2022
Assets		
Investment in hotel properties, net	\$ 4,136,216	\$ 4,180,328
Investment in unconsolidated joint ventures	7,398	6,979
Cash and cash equivalents	516,675	481,316
Restricted cash reserves	38,652	55,070
Hotel and other receivables, net of allowance of \$265 and \$319, respectively	26,163	38,528
Lease right-of-use assets	136,140	136,915
Prepaid expense and other assets	58,051	79,089
Total assets	\$ 4,919,295	\$ 4,978,225
Liabilities and Equity		
Debt, net	\$ 2,220,778	\$ 2,217,555
Accounts payable and other liabilities	147,819	155,916
Advance deposits and deferred revenue	32,281	23,769
Lease liabilities	122,588	117,010
Accrued interest	22,539	20,707
Distributions payable	22,500	14,622
Total liabilities	2,568,505	2,549,579
Commitments and Contingencies (Note 10)		
Equity		
Shareholders' equity:		
Preferred shares of beneficial interest, \$0.01 par value, 50,000,000 shares authorized		
Series A Cumulative Convertible Preferred Shares, \$0.01 par value, 12,950,000 shares authorized; 12,879,475 shares issued and outstanding, liquidation value of \$328,266, at December 31, 2023 and 2022	366,936	366,936
Common shares of beneficial interest, \$0.01 par value, 450,000,000 shares authorized; 155,297,829 and 162,003,533 shares issued and outstanding at December 31, 2023 and 2022, respectively	1,553	1,620
Additional paid-in capital	3,000,894	3,054,958
Accumulated other comprehensive income	22,662	40,591
Distributions in excess of net earnings	(1,055,183)	(1,049,441)
Total shareholders' equity	2,336,862	2,414,664
Noncontrolling interest:		
Noncontrolling interest in consolidated joint ventures	7,634	7,669
Noncontrolling interest in the Operating Partnership	6,294	6,313
Total noncontrolling interest	13,928	13,982
Total equity	2,350,790	2,428,646
Total liabilities and equity	\$ 4,919,295	\$ 4,978,225

The accompanying notes are an integral part of these consolidated financial statements.

RLJ Lodging Trust
Consolidated Statements of Operations and Comprehensive Income (Loss)
(Amounts in thousands, except share and per share data)

	For the year ended December 31,		
	2023	2022	2021
Revenues			
Operating revenues			
Room revenue	\$ 1,095,028	\$ 1,002,454	\$ 667,853
Food and beverage revenue	141,625	117,027	58,994
Other revenue	88,924	74,181	58,817
Total revenues	<u>1,325,577</u>	<u>1,193,662</u>	<u>785,664</u>
Expenses			
Operating expenses			
Room expense	277,058	253,441	177,365
Food and beverage expense	109,707	87,402	41,790
Management and franchise fee expense	107,417	95,565	53,276
Other operating expenses	340,485	308,000	239,092
Total property operating expenses	<u>834,667</u>	<u>744,408</u>	<u>511,523</u>
Depreciation and amortization	179,103	184,875	187,778
Impairment losses	—	—	144,845
Property tax, insurance and other	100,229	86,996	88,852
General and administrative	58,998	56,330	47,526
Transaction costs	223	(345)	94
Total operating expenses	<u>1,173,220</u>	<u>1,072,264</u>	<u>980,618</u>
Other income (expense), net	4,364	9,496	(7,614)
Interest income	19,743	4,559	996
Interest expense	(98,807)	(93,155)	(106,366)
(Loss) gain on sale of hotel properties, net	(34)	1,017	(2,378)
(Loss) gain on extinguishment of indebtedness, net	(169)	(39)	893
Income (loss) before equity in income (loss) from unconsolidated joint ventures	<u>77,454</u>	<u>43,276</u>	<u>(309,423)</u>
Equity in income (loss) from unconsolidated joint ventures	419	457	(477)
Income (loss) before income tax expense	<u>77,873</u>	<u>43,733</u>	<u>(309,900)</u>
Income tax expense	(1,256)	(1,518)	(1,188)
Net income (loss)	<u>76,617</u>	<u>42,215</u>	<u>(311,088)</u>
Net loss (income) attributable to noncontrolling interests:			
Noncontrolling interest in consolidated joint ventures	35	(210)	4,384
Noncontrolling interest in the Operating Partnership	(247)	(80)	1,536
Net income (loss) attributable to RLJ	<u>76,405</u>	<u>41,925</u>	<u>(305,168)</u>
Preferred dividends	(25,115)	(25,115)	(25,115)
Net income (loss) attributable to common shareholders	<u>\$ 51,290</u>	<u>\$ 16,810</u>	<u>\$ (330,283)</u>
Basic per common share data:			
Net income (loss) per share attributable to common shareholders	<u>\$ 0.32</u>	<u>\$ 0.10</u>	<u>\$ (2.01)</u>
Weighted-average number of common shares	<u>155,928,663</u>	<u>161,947,807</u>	<u>163,998,390</u>

Diluted per common share data:			
Net income (loss) per share attributable to common shareholders	\$ 0.32	\$ 0.10	\$ (2.01)
Weighted-average number of common shares	<u>156,556,414</u>	<u>162,292,865</u>	<u>163,998,390</u>
Comprehensive income (loss):			
Net income (loss)	\$ 76,617	\$ 42,215	\$ (311,088)
Unrealized (loss) gain on interest rate derivatives	(17,929)	63,570	41,279
Reclassification of unrealized (gains) losses on discontinued cash flow hedges to other income (expense), net	—	(5,866)	10,658
Comprehensive income (loss)	<u>58,688</u>	<u>99,919</u>	<u>(259,151)</u>
Comprehensive loss (income) attributable to noncontrolling interests:			
Noncontrolling interest in consolidated joint ventures	35	(210)	4,384
Noncontrolling interest in the Operating Partnership	(247)	(80)	1,536
Comprehensive income (loss) attributable to RLJ	<u>\$ 58,476</u>	<u>\$ 99,629</u>	<u>\$ (253,231)</u>

The accompanying notes are an integral part of these consolidated financial statements.

RLJ Lodging Trust
Consolidated Statements of Changes in Equity
(Amounts in thousands, except share data)

	Shareholders' Equity						Noncontrolling Interest			Total Equity
	Preferred Stock		Common Stock				Accumulated Other Comprehensive Loss	Operating Partnership	Consolidated Joint Ventures	
	Shares	Amount	Shares	Par Value	Additional Paid-in Capital	Distributions in Excess of Net Earnings				
Balance at December 31, 2020	12,879,475	\$ 366,936	165,002,752	\$ 1,650	\$ 3,077,142	\$ (710,161)	\$ (69,050)	\$ 7,869	\$ 13,002	\$2,687,388
Net loss	—	—	—	—	—	(305,168)	—	(1,536)	(4,384)	(311,088)
Unrealized gain on interest rate derivatives	—	—	—	—	—	—	41,279	—	—	41,279
Reclassification of unrealized losses on discontinued cash flow hedges to other income (expense), net	—	—	—	—	—	—	10,658	—	—	10,658
Redemption of Operating Partnership units	—	—	—	—	—	—	—	(7)	—	(7)
Issuance of restricted stock	—	—	1,765,162	18	(18)	—	—	—	—	—
Amortization of share-based compensation	—	—	—	—	18,299	—	—	—	—	18,299
Shares acquired to satisfy minimum required federal and state tax withholding on vesting restricted stock	—	—	(166,922)	(2)	(2,541)	—	—	—	—	(2,543)
Forfeiture of restricted stock	—	—	(97,930)	(1)	1	—	—	—	—	—
Contributions from consolidated joint venture partners	—	—	—	—	—	—	—	—	1,301	1,301
Distributions on preferred shares	—	—	—	—	—	(25,115)	—	—	—	(25,115)
Distributions on common shares and units	—	—	—	—	—	(6,295)	—	(10)	—	(6,305)
Balance at December 31, 2021	<u>12,879,475</u>	<u>\$ 366,936</u>	<u>166,503,062</u>	<u>\$ 1,665</u>	<u>\$ 3,092,883</u>	<u>\$(1,046,739)</u>	<u>\$ (17,113)</u>	<u>\$ 6,316</u>	<u>\$ 9,919</u>	<u>\$2,413,867</u>

The accompanying notes are an integral part of these consolidated financial statements.

RLJ Lodging Trust
Consolidated Statements of Changes in Equity
(Amounts in thousands, except share data)

	Shareholders' Equity						Noncontrolling Interest			
	Preferred Stock		Common Stock				Accumulated Other Comprehensive (Loss) Income	Operating Partnership	Consolidated Joint Ventures	Total Equity
	Shares	Amount	Shares	Par Value	Additional Paid-in Capital	Distributions in Excess of Net Earnings				
Balance at December 31, 2021	12,879,475	\$ 366,936	166,503,062	\$ 1,665	\$ 3,092,883	\$(1,046,739)	\$ (17,113)	\$ 6,316	\$ 9,919	\$2,413,867
Net income	—	—	—	—	—	41,925	—	80	210	42,215
Unrealized gain on interest rate derivatives	—	—	—	—	—	—	63,570	—	—	63,570
Reclassification of unrealized gains on discontinued cash flow hedges to other income (expense), net	—	—	—	—	—	—	(5,866)	—	—	(5,866)
Issuance of restricted stock	—	—	702,993	7	(7)	—	—	—	—	—
Amortization of share-based compensation	—	—	—	—	23,267	—	—	—	—	23,267
Shares acquired to satisfy minimum required federal and state tax withholding on vesting restricted stock	—	—	(260,841)	(3)	(3,595)	—	—	—	—	(3,598)
Shares acquired as part of a share repurchase program	—	—	(4,907,094)	(49)	(57,590)	—	—	—	—	(57,639)
Forfeiture of restricted stock	—	—	(34,587)	—	—	—	—	—	—	—
Contributions from consolidated joint venture partners	—	—	—	—	—	—	—	—	154	154
Distribution to consolidated joint venture partners	—	—	—	—	—	—	—	—	(2,614)	(2,614)
Distributions on preferred shares	—	—	—	—	—	(25,115)	—	—	—	(25,115)
Distributions on common shares and units	—	—	—	—	—	(19,512)	—	(83)	—	(19,595)
Balance at December 31, 2022	<u>12,879,475</u>	<u>\$ 366,936</u>	<u>162,003,533</u>	<u>\$ 1,620</u>	<u>\$ 3,054,958</u>	<u>\$(1,049,441)</u>	<u>\$ 40,591</u>	<u>\$ 6,313</u>	<u>\$ 7,669</u>	<u>\$2,428,646</u>

The accompanying notes are an integral part of these consolidated financial statements.

RLJ Lodging Trust
Consolidated Statements of Changes in Equity
(Amounts in thousands, except share data)

	Shareholders' Equity						Noncontrolling Interest			Total Equity
	Preferred Stock		Common Stock				Accumulated Other Comprehensive Income	Operating Partnership	Consolidated Joint Ventures	
	Shares	Amount	Shares	Par Value	Additional Paid-in Capital	Distributions in Excess of Net Earnings				
Balance at December 31, 2022	12,879,475	\$ 366,936	162,003,533	\$ 1,620	\$ 3,054,958	\$(1,049,441)	\$ 40,591	\$ 6,313	\$ 7,669	\$2,428,646
Net income (loss)	—	—	—	—	—	76,405	—	247	(35)	76,617
Unrealized loss on interest rate derivatives	—	—	—	—	—	—	(17,929)	—	—	(17,929)
Issuance of restricted stock	—	—	1,190,961	12	(12)	—	—	—	—	—
Amortization of share-based compensation	—	—	—	—	26,243	—	—	—	—	26,243
Shares acquired to satisfy minimum required federal and state tax withholding on vesting restricted stock	—	—	(407,205)	(4)	(4,394)	—	—	—	—	(4,398)
Shares acquired as part of a share repurchase program	—	—	(7,463,632)	(75)	(75,901)	—	—	—	—	(75,976)
Forfeiture of restricted stock	—	—	(25,828)	—	—	—	—	—	—	—
Distributions on preferred shares	—	—	—	—	—	(25,115)	—	—	—	(25,115)
Distributions on common shares and units	—	—	—	—	—	(57,032)	—	(266)	—	(57,298)
Balance at December 31, 2023	<u>12,879,475</u>	<u>\$ 366,936</u>	<u>155,297,829</u>	<u>\$ 1,553</u>	<u>\$ 3,000,894</u>	<u>\$(1,055,183)</u>	<u>\$ 22,662</u>	<u>\$ 6,294</u>	<u>\$ 7,634</u>	<u>\$2,350,790</u>

The accompanying notes are an integral part of these consolidated financial statements.

RLJ Lodging Trust
Consolidated Statements of Cash Flows
(Amounts in thousands)

	For the year ended December 31,		
	2023	2022	2021
Cash flows from operating activities			
Net income (loss)	\$ 76,617	\$ 42,215	\$ (311,088)
Adjustments to reconcile net income (loss) to cash flow provided by operating activities:			
Loss (gain) on sale of hotel properties, net	34	(1,017)	2,378
Loss (gain) on extinguishment of indebtedness, net	169	39	(893)
Depreciation and amortization	179,103	184,875	187,778
Amortization of deferred financing costs	6,100	5,967	5,884
Other amortization	4,960	3,265	(2,090)
Reclassification of unrealized (gains) losses on discontinued cash flow hedges to other income (expense), net	—	(5,866)	10,658
Equity in (income) loss from unconsolidated joint ventures	(419)	(457)	477
Impairment losses	—	—	144,845
Amortization of share-based compensation	24,285	21,664	17,054
Changes in assets and liabilities:			
Hotel and other receivables, net	12,365	(7,563)	(17,969)
Prepaid expense and other assets	12,648	(4,665)	(1,090)
Accounts payable and other liabilities	(11,064)	13,146	7,203
Advance deposits and deferred revenue	8,512	3,319	(13,090)
Accrued interest	1,832	1,597	12,904
Net cash flow provided by operating activities	315,142	256,519	42,961
Cash flows from investing activities			
Acquisition of hotel properties, net	—	(59,308)	(174,675)
Proceeds from sales of hotel properties, net	—	48,075	198,642
Purchase deposit	(2,400)	—	—
Improvements and additions to hotel properties and other assets	(132,349)	(124,282)	(48,263)
Contributions to unconsolidated joint ventures	—	—	(331)
Net cash flow used in investing activities	(134,749)	(135,515)	(24,627)
Cash flows from financing activities			
Repayments of Revolver	—	(200,000)	(200,000)
Borrowings on Term Loans	320,000	5,000	—
Repayments of Term Loans	(318,662)	—	(356,338)
Proceeds from issuance of senior notes	—	—	1,000,000
Redemption of \$475.0 million senior notes due 2025 (including a \$9.5 million redemption premium)	—	—	(484,402)
Scheduled mortgage loan principal payments	—	—	(1,486)
Repayments of mortgage loans (including \$7.0 million in prepayment premiums)	—	—	(149,183)
Repurchase of common shares under share repurchase programs	(75,976)	(57,639)	—
Repurchase of common shares to satisfy employee tax withholding requirements	(4,398)	(3,598)	(2,543)
Distributions on preferred shares	(25,115)	(25,115)	(25,115)
Distributions on common shares	(49,194)	(13,288)	(6,701)
Distributions on and redemption of Operating Partnership units	(225)	(54)	(18)
Payments of deferred financing costs	(7,882)	(1,333)	(14,770)
Contributions from consolidated joint venture partners	—	154	1,301
Distributions to consolidated joint venture partners	—	(2,614)	—
Net cash flow used in financing activities	(161,452)	(298,487)	(239,255)
Net change in cash, cash equivalents, and restricted cash reserves	18,941	(177,483)	(220,921)
Cash, cash equivalents, and restricted cash reserves, beginning of year	536,386	713,869	934,790
Cash, cash equivalents, and restricted cash reserves, end of year	\$ 555,327	\$ 536,386	\$ 713,869

The accompanying notes are an integral part of these consolidated financial statements.

RLJ Lodging Trust
Notes to the Consolidated Financial Statements

1. General

Organization

RLJ Lodging Trust (the "Company") was formed as a Maryland real estate investment trust ("REIT") on January 31, 2011. The Company is a self-advised and self-administered REIT that owns primarily premium-branded, rooms-oriented, high-margin, focused-service and compact full-service hotels located within heart of demand locations. The Company elected to be taxed as a REIT, for U.S. federal income tax purposes, commencing with its taxable year ended December 31, 2011.

Substantially all of the Company's assets and liabilities are held by, and all of its operations are conducted through, RLJ Lodging Trust, L.P. (the "Operating Partnership"). The Company is the sole general partner of the Operating Partnership. As of December 31, 2023, there were 156,069,660 units of limited partnership interest in the Operating Partnership ("OP units") outstanding and the Company owned, through a combination of direct and indirect interests, 99.5% of the outstanding OP units.

As of December 31, 2023, the Company owned 97 hotel properties with approximately 21,400 rooms, located in 23 states and the District of Columbia. The Company, through wholly-owned subsidiaries, owned a 100% interest in 95 of its hotel properties, a 95% controlling interest in one hotel property, and a 50% non-controlling interest in an entity owning one hotel property. The Company consolidates its real estate interests in the 96 hotel properties in which it holds a controlling interest, and the Company records the real estate interest in the one hotel property in which it holds an indirect 50% non-controlling interest using the equity method of accounting. The Company leases 96 of the 97 hotel properties to its taxable REIT subsidiaries ("TRSs"), of which the Company owns a controlling financial interest.

2. Summary of Significant Accounting Policies

Basis of Presentation and Principles of Consolidation

The consolidated financial statements and related notes have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP").

The consolidated financial statements include the accounts of the Company, the Operating Partnership and its wholly-owned subsidiaries, and joint ventures in which the Company has a majority voting interest and control. For the controlled subsidiaries that are not wholly-owned, the third-party ownership interest represents a noncontrolling interest, which is presented separately in the consolidated financial statements. The Company also records the real estate interests in one joint venture in which it holds an indirect 50% interest using the equity method of accounting. All intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of the Company's financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of certain assets and liabilities and the amounts of contingent assets and liabilities at the balance sheet date and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Reclassifications

Certain prior year amounts in these financial statements have been reclassified to conform to the current year presentation with no impact to net income (loss) and comprehensive income (loss), shareholders' equity or cash flows.

Revenue

Substantially all of the Company's revenues are derived from the operation of hotel properties. The Company generates room revenue by renting hotel rooms to customers at its hotel properties. The Company generates food and beverage revenue from the sale of food and beverage to customers at its hotel properties. The Company generates other revenue from parking fees, resort fees, gift shop sales and other guest service fees at its hotel properties.

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when the performance obligation is satisfied. The Company's contracts generally have a single performance obligation, such as renting a hotel room to a customer, or providing food and beverage to a customer, or providing a hotel property-related good or service to a customer. The Company's performance obligations are generally satisfied at a point in time.

The Company allocates revenue to the performance obligation based on its relative standalone selling price. The Company determines the standalone selling price based on the price it charges each customer for the use or consumption of the promised good or service.

The Company's revenue is recognized when control of the promised good or service is transferred to the customer, in an amount that reflects the consideration the Company expects to receive in exchange for the promised good or service. The revenue is recorded net of any sales and occupancy taxes collected from the customer. All rebates or discounts are recorded as a reduction to revenue, and there are no material contingent obligations with respect to rebates and discounts offered by the hotel properties.

The timing of revenue recognition, billings, and cash collections results in the Company recognizing hotel and other receivables and advance deposits and deferred revenue on the consolidated balance sheet. Hotel and other receivables are recognized on the consolidated balance sheets when the Company has provided a good or service to the customer and is waiting for the customer to submit consideration to the Company. Advance deposits and deferred revenue are recognized on the consolidated balance sheets when cash payments are received in advance of the Company satisfying its performance obligation. Advance deposits and deferred revenue consist of amounts that are refundable and non-refundable to the customer. The advance deposits and deferred revenue are recognized as revenue in the consolidated statements of operations and comprehensive income (loss) when the Company satisfies its performance obligation to the customer.

For the majority of its goods or services and customers, the Company requires payment at the time the respective good or service is provided to the customer. The Company's payment terms vary by the type of customer and the goods or services offered to the customer. The Company applied a practical expedient to not disclose the value of unsatisfied performance obligations for contracts that have an original expected length of one year or less. Any contracts that have an original expected length of greater than one year are insignificant.

The Company records an allowance for doubtful accounts based on its best estimate of the amount of probable credit losses in the existing accounts receivable portfolio. The Company recognizes increases to the allowance for doubtful accounts as bad debt expense. The allowance for doubtful accounts is calculated as a percentage of the aged accounts receivable based on the Company's historical collection activity and its understanding of the circumstances related to a specific receivable.

Investment in Hotel Properties

The Company's acquisitions generally consist of land, land improvements, buildings, building improvements, furniture, fixtures and equipment ("FF&E"), inventory, and assumed debt. The Company may also acquire intangible assets or liabilities related to in-place leases, management agreements, franchise agreements, and advanced bookings. The Company allocates the purchase price among the assets acquired and the liabilities assumed based on their respective fair values at the date of acquisition. The Company estimates the fair values of the assets acquired and the liabilities assumed by using a combination of the market, cost and income approaches. The Company determines the fair value by using market data and independent appraisals available to the Company and making numerous estimates and assumptions, such as estimates of future income growth, replacement cost per unit, value per acre or buildable square foot, capitalization rates, discount rates, borrowing rates, market rental rates, capital expenditures and cash flow projections at the respective hotel properties.

The Company's investments in hotel properties are carried at cost and are depreciated using the straight-line method over the estimated useful lives of 15 years for land improvements, 15 years for building improvements, 40 years for buildings, and three to five years for FF&E. Maintenance and repairs are expensed and major renewals or improvements to the hotel properties are capitalized. Indirect project costs, including interest, salaries and benefits, travel and other related costs that are directly attributable to the development, are also capitalized. Upon the sale or disposition of a hotel property, the asset and related accumulated depreciation accounts are removed and the related gain or loss is included in the gain or loss on sale of hotel properties in the consolidated statements of operations and comprehensive income (loss). A sale or disposition of a hotel property that represents a strategic shift that has or will have a major effect on the Company's operations and financial results is presented as discontinued operations in the consolidated statements of operations and comprehensive income (loss).

In accordance with the guidance on impairment or disposal of long-lived assets, the Company does not consider the "held for sale" classification on the consolidated balance sheet until it is expected to qualify for recognition as a completed sale within one year and the other requisite criteria for such classification have been met. The Company does not depreciate assets so long as they are classified as held for sale. Upon designation as held for sale and quarterly thereafter, the Company reviews the realizability of the carrying value, less costs to sell, in accordance with the guidance. Any such adjustment to the carrying value is recorded as an impairment loss.

The Company assesses the carrying value of its investments in hotel properties whenever events or changes in circumstances indicate that the carrying amounts may not be recoverable. The recoverability is measured by comparing the carrying amount to the projected undiscounted future cash flows expected to be generated from the operation and the eventual disposition of the hotel properties over the estimated hold period, which take into account current market conditions and the Company's intent with respect to holding or disposing of the hotel properties. If the Company's analysis indicates that the carrying value is not recoverable on a projected undiscounted cash flow basis, the Company will recognize an impairment loss for the amount by which the carrying value exceeds the fair value. The fair value is determined through various valuation techniques, including internally developed discounted cash flow models, comparable market transactions, third-party appraisals, the net sales proceeds from pending offers, or the net sales proceeds from transactions that closed subsequent to the end of the reporting period. The use of projected future cash flows is based on assumptions that are consistent with a market participant's future expectations for the travel industry and the economy in general, including discount rates, sales proceeds in the reversion year, average daily rates, occupancy rates, operating expenses and capital expenditures, and the Company's intent with respect to holding or disposing of the underlying hotel properties. Fair value may also be based on assumptions including, but not limited to, room revenue multiples and comparable sales adjusted for capital expenditures, if necessary.

Investment in Unconsolidated Joint Ventures

If the Company determines that it does not have a controlling financial interest in a joint venture, either through a controlling financial interest in a variable interest entity or through the Company's voting interest in a voting interest entity, but the Company exercises significant influence over the operating and financial policies of the joint venture, the Company accounts for the joint venture using the equity method of accounting. Under the equity method of accounting, the Company's investment is adjusted each reporting period to recognize the Company's share of the net earnings or losses of the joint venture, plus any contributions to the joint venture, less any distributions received from the joint venture and any adjustment for impairment. In addition, the Company's share of the net earnings or losses of the joint venture is adjusted for the straight-line depreciation of the difference between the Company's basis in the investment in the unconsolidated joint venture as compared to the historical basis of the underlying net assets in the joint venture at the date of acquisition.

The Company assesses the carrying value of its investment in unconsolidated joint ventures whenever events or changes in circumstances may indicate that the carrying value of the investment exceeds its fair value on an other-than-temporary basis. When an impairment indicator is present, the Company will estimate the fair value of the investment, which will be determined by using internally developed discounted cash flow models, comparable market transactions, third-party appraisals, the net sales proceeds from pending offers, or the net sales proceeds from transactions that closed subsequent to the end of the reporting period. If the estimated fair value is less than the carrying value, and management determines that the decline in value is considered to be other-than-temporary, the Company will recognize an impairment loss on its investment in the joint venture.

The Company evaluates the nature of the distributions from each of its unconsolidated joint ventures in order to classify the distributions as either operating activities or investing activities in the consolidated statements of cash flows. Any cash distribution that is considered to be a distribution of the earnings of the unconsolidated joint venture is presented as an operating activity in the consolidated statements of cash flows. Any cash distribution that is considered to be a return of capital from the unconsolidated joint venture is presented as an investing activity in the consolidated statements of cash flows.

Cash and Cash Equivalents

Cash and cash equivalents include all cash and highly liquid investments that mature three months or less when they are purchased. The Company maintains its cash at domestic banks, which, at times, may exceed the limits of the amounts insured by the Federal Deposit Insurance Corporation.

Restricted Cash Reserves

Restricted cash reserves consist of all cash that is required to be maintained in a reserve escrow account by a management agreement, franchise agreement, and/or a mortgage loan agreement for future capital expenditures (including the periodic replacement or refurbishment of FF&E) and the funding of real estate taxes and insurance.

Hotel Receivables

Hotel receivables consist mainly of receivables due from hotel guests and meeting and banquet room rentals. The Company typically does not require collateral as ongoing credit evaluations are performed. An allowance for doubtful accounts is established against any receivable that is estimated to be uncollectible.

Deferred Financing Costs

Deferred financing costs are the costs incurred to obtain long-term financing. The deferred financing costs are recorded at cost and are amortized using the straight-line method, which approximates the effective interest method, over the respective term of the financing agreement and are included as a component of interest expense in the consolidated statements of operations and comprehensive income (loss). The Company expenses unamortized deferred financing costs when the associated financing agreement is refinanced or repaid before the maturity date, unless certain criteria are met that would allow for the carryover of such costs to the refinanced agreement. The Company presents the deferred financing costs for its Senior Notes and Term Loans (as defined in Note 7) and mortgage loans on the balance sheet as a direct deduction from the carrying amount of the respective debt liability, which is included in debt, net, in the accompanying consolidated balance sheets. The Company presents the deferred financing costs for its Revolver (as defined in Note 7) on the balance sheet as an asset, which is included in prepaid expense and other assets in the accompanying consolidated balance sheets.

For the years ended December 31, 2023, 2022 and 2021, approximately \$6.1 million, \$6.0 million and \$5.9 million, respectively, of amortization expense was recorded as a component of interest expense in the consolidated statements of operations and comprehensive income (loss).

Transaction Costs

The Company incurs costs during the review of potential hotel property acquisitions and dispositions, including legal fees and other professional service fees. In addition, if the Company completes a hotel property acquisition, the Company may incur transfer taxes and integration costs, including professional fees and employee-related costs. If the Company completes a hotel property acquisition that is considered to be an asset acquisition, the transaction costs are capitalized on the consolidated balance sheets. If the Company completes a hotel property acquisition that is considered to be a business combination, the transaction costs are expensed as incurred in the consolidated statements of operations and comprehensive income (loss). Transaction costs related to successful dispositions are included in (loss) gain on sale of hotel properties, net, in the consolidated statements of operations and comprehensive income (loss). All transaction costs incurred in connection with unsuccessful transactions are expensed.

Derivative Financial Instruments

In the normal course of business, the Company is exposed to the effects of interest rate changes. The Company utilizes a variety of borrowing vehicles, including the Revolver and medium and long-term financings. The Company reduces its risk to interest rate changes by following its established risk management policies and procedures, including the use of derivative financial instruments to manage, or hedge, interest rate risk. To mitigate the Company's exposure to interest rate changes, the Company uses interest rate derivative instruments, typically interest rate swaps, to convert a portion of its variable rate debt to fixed rate debt. The Company attempts to require the hedging derivative instruments to be effective in reducing the interest rate risk exposure that they are designated to hedge. This effectiveness is essential in order to qualify for hedge accounting. Derivative instruments that meet the hedging criteria are formally designated as cash flow hedges at the inception of the derivative contract. The Company does not use derivative instruments for trading or speculative purposes.

Interest rate swap agreements contain a credit risk that the counterparties may be unable to fulfill the terms of the agreement. The Company has minimized the credit risk by evaluating the creditworthiness of its counterparties, who are limited to major banks and financial institutions, and it does not anticipate nonperformance by these counterparties.

The estimated fair values of the derivatives are determined by using available market information and appropriate valuation methods. Considerable judgment is required in interpreting market data to develop the estimates of fair value. Accordingly, the estimates presented herein are not necessarily indicative of the amounts that the Company could realize in a current market exchange.

The Company recognizes all derivatives as assets or liabilities on its consolidated balance sheets at fair value. The gains and losses on the derivatives that have been determined to be effective cash flow hedges are reported in other comprehensive

income (loss) and are reclassified to interest expense in the period in which the interest expense is recognized on the underlying hedged item. The ineffective portion of the change in fair value of the derivatives is recognized in earnings immediately.

When the terms of an underlying transaction are modified, or when the underlying hedged item ceases to exist, and the interest rate derivative no longer qualifies for hedge accounting, all changes in the fair value of the derivative instrument are marked-to-market with the changes in fair value recognized in earnings each period until the derivative instrument matures.

Leases

As a lessee in a lease contract, the Company recognizes a lease right-of-use asset and a lease liability on the consolidated balance sheets. The Company is a lessee in a variety of lease contracts, such as ground leases, parking leases, office leases and equipment leases. The Company classifies its leases as either an operating lease or a finance lease based on the principle of whether or not the lease is effectively a financed purchase of the leased asset. For operating leases, the Company recognizes lease expense on a straight-line basis over the term of the lease. For finance leases, the Company recognizes lease expense on the effective interest method, which results in the interest component of each lease payment being recognized as interest expense and the lease right-of-use asset being amortized into amortization expense using the straight-line method over the term of the lease. For leases with an initial term of 12 months or less, the Company will not recognize a lease right-of-use asset and a lease liability on the consolidated balance sheets and lease expense will be recognized on a straight-line basis over the lease term.

At the lease commencement date, the Company determines the lease term by incorporating the fixed, non-cancelable lease term plus any lease extension option terms that are reasonably certain of being exercised. The ability to extend the lease term is at the Company's sole discretion. The Company calculates the present value of the future lease payments over the lease term in order to determine the lease liability and the related lease right-of-use asset that is recognized on the consolidated balance sheets.

Certain lease contracts may include an option to purchase the leased property, which is at the Company's sole discretion. The Company's lease contracts do not contain any material residual value guarantees or material restrictive covenants.

The Company's leases include a base lease payment, which is recognized as lease expense on a straight-line basis over the lease term. In addition, certain of the Company's leases may include an additional lease payment that is based on either (i) a percentage of the respective hotel property's financial results, or (ii) changes in an index such as the consumer price index; all of which are recognized as variable lease expense, when incurred, in the consolidated statements of operations and comprehensive income (loss).

The Company will use the implicit rate in a lease contract in order to determine the present value of the future lease payments over the lease term. If the implicit rate in the lease contract is not available, then the Company will use its incremental borrowing rate at the lease commencement date. The Company determined its incremental borrowing rate for each lease contract by using the U.S. Treasury interest rates yield curve, and then making adjustments for the lease term, the Company's credit spread, the Company's ability to borrow on a secured basis, the quality and condition of the leased asset and the current economic environment.

As a lessor in a lease contract, the Company classifies its leases as either an operating lease, direct financing lease, or a sales-type lease. The Company leases space at its hotel properties to third parties, who use the space for their restaurants or retail locations. The Company classifies these lease contracts as operating leases, so the Company will continue to recognize the underlying leased asset as an investment in hotel properties on the consolidated balance sheets. Lease revenue is recognized on a straight-line basis over the lease term. Variable lease revenue is recognized over the lease term when it is earned and becomes receivable from the lessee, according to the provisions of the respective lease contract. The Company only capitalizes the incremental direct costs of leasing, so any indirect costs of leasing will be expensed as incurred.

Noncontrolling Interests

The consolidated financial statements include all subsidiaries controlled by the Company. For the controlled subsidiaries that are not wholly-owned, the third-party ownership interest represents a noncontrolling interest, which is presented separately in the consolidated financial statements.

As of December 31, 2023 and 2022, the Company consolidated the Operating Partnership, which has a 0.5% third-party ownership interest. The third-party ownership interest is included in the noncontrolling interest in the Operating Partnership in the equity section of the consolidated balance sheets. The portion of the income and losses associated with the third-party

ownership interest are included in the noncontrolling interest in the Operating Partnership in the consolidated statements of operations and comprehensive income (loss).

As of December 31, 2023 and 2022, the Company consolidated the joint venture that owns The Knickerbocker hotel property; this joint venture has a 5% third-party ownership interest in the joint venture. The Company also consolidated the joint venture that owned the DoubleTree Metropolitan Hotel New York City hotel property; this joint venture had a 1.7% third-party ownership interest in the joint venture. This hotel property was sold in December 2021. In addition, the Company consolidated the operating lessee of the Embassy Suites Secaucus - Meadowlands hotel property through its 51% controlling financial interest in the operating lessee of the joint venture; this joint venture had a 49% third-party ownership interest in the joint venture. On October 31, 2021, the ground lease associated with this hotel property was terminated and the hotel property reverted to the ground lessor. The third-party ownership interests are included in the noncontrolling interest in consolidated joint ventures in the equity section of the consolidated balance sheets. The income and losses associated with the third-party ownership interest are included in the noncontrolling interest in consolidated joint ventures in the consolidated statements of operations and comprehensive income (loss).

Income Taxes

The Company has elected to be taxed as a REIT under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended. To qualify as a REIT, the Company must meet a number of organizational and operational requirements, including a requirement that it distribute at least 90% of its REIT taxable income, subject to certain adjustments and excluding any net capital gain, to shareholders. The Company's intention is to adhere to the REIT qualification requirements and to maintain its qualification for taxation as a REIT.

As a REIT, the Company is generally not subject to U.S. federal corporate income tax on the portion of taxable income that is distributed to shareholders. If the Company fails to qualify for taxation as a REIT in any taxable year, the Company will be subject to U.S. federal income taxes at regular corporate rates (including any applicable alternative minimum tax) and it may not be able to qualify as a REIT for four subsequent taxable years. As a REIT, the Company may be subject to certain state and local taxes on its income and property, and to U.S. federal income and excise taxes on undistributed taxable income. Taxable income from non-REIT activities managed through the Company's TRSs is subject to U.S. federal, state, and local income taxes at the applicable rates.

The Company accounts for income taxes using the asset and liability method. Under this method, deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to the differences between the financial statement carrying amounts of existing assets and liabilities and their respective income tax bases, and for net operating loss, capital loss and tax credit carryforwards. The deferred tax assets and liabilities are measured using the enacted income tax rates in effect for the year in which those temporary differences are expected to be realized or settled. The effect on the deferred tax assets and liabilities from a change in tax rates is recognized in earnings in the period when the new rate is enacted. However, deferred tax assets are recognized only to the extent that it is more likely than not that they will be realized based on consideration of all available evidence, including the future reversals of existing taxable temporary differences, future projected taxable income and tax planning strategies. Valuation allowances are provided if, based upon the weight of the available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized.

The Company performs an annual review for any uncertain tax positions and, if necessary, will record the expected future tax consequences of uncertain tax positions in the consolidated financial statements.

Earnings Per Common Share

Basic earnings per common share is calculated by dividing net income (loss) attributable to common shareholders by the weighted-average number of common shares outstanding during the period excluding the weighted-average number of unvested restricted shares and unvested performance units outstanding during the period. Diluted earnings per common share is calculated by dividing net income (loss) attributable to common shareholders by the weighted-average number of common shares outstanding during the period, plus any shares that could potentially be outstanding during the period. The potential shares consist of unvested restricted share grants and unvested performance units, calculated using the treasury stock method, and convertible Series A Preferred Shares, calculated using the if-converted method. Any anti-dilutive shares have been excluded from the diluted earnings per common share calculation.

Share-based Compensation

The Company may issue share-based awards as compensation to officers, employees, non-employee trustees and other eligible persons under the RLJ Lodging Trust 2021 Equity Incentive Plan (the "2021 Plan"). The vesting of the awards issued to the officers and employees is based on either the continued employment (time-based) or the absolute and relative total shareholder returns of the Company and continued employment (performance-based), as determined by the board of trustees at the date of grant. For time-based awards, the Company recognizes compensation expense for the unvested restricted shares on a straight-line basis over the vesting period based upon the fair market value of the shares on the date of grant, adjusted for forfeitures. For performance-based awards, the Company recognizes compensation expense over the requisite service period for each award, based on the fair market value of the shares on the date of grant, as determined using a Monte Carlo simulation, adjusted for forfeitures.

Non-employee trustees may elect to receive unrestricted shares under the 2021 Plan as compensation that would otherwise be paid in cash for their services. The shares issued to the non-employee trustees in lieu of cash compensation are unrestricted and include no vesting conditions. The Company recognizes compensation expense for the unrestricted shares issued in lieu of cash compensation based upon the fair market value of the shares on the date of issuance.

Recently Issued Accounting Pronouncements

In March 2020, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*. The guidance provides optional expedients for applying GAAP to contracts, hedging relationships, and other transactions that reference the London Interbank Offered Rate ("LIBOR") or another reference rate that was expected to be discontinued at the end of 2021 because of reference rate reform. The guidance was effective upon issuance and expired on December 31, 2022. In December 2022, the FASB issued ASU 2022-06, *Reference Rate Reform (Topic 848): Deferral of the Sunset Date of Topic 848*, which deferred the expiration date of Topic 848 to December 31, 2024.

The Company elected to apply certain of the optional expedients for contract modifications to its financial instruments impacted by the discontinuance of LIBOR. The Company has completed its modifications to these financial instruments affected by reference rate reform. The application of this guidance did not have a material impact on the Company's consolidated financial statements.

In November 2023, the FASB issued ASU 2023-07, *Segment Reporting - Improvements to Reportable Segment Disclosures*, which is intended to improve reportable segment disclosures. The ASU expands public entities' segment disclosures by requiring disclosure of significant segment expenses that are regularly provided to the chief operating decision maker and included within each reported measure of segment profit or loss. It also requires disclosure of the amount and description of the composition of other segment items, as well as interim disclosures of a reportable segment's profit or loss and assets. The ASU also applies to entities with a single reportable segment. The guidance is effective for the Company beginning October 1, 2024, with early adoption permitted. The Company is currently evaluating the impact of this guidance on its consolidated financial statements and related disclosures.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which includes amendments that further enhance income tax disclosures, primarily through standardization and disaggregation of rate reconciliation categories and income taxes paid by jurisdiction. The amendments are effective for the Company beginning January 1, 2025, with early adoption permitted, and should be applied either prospectively or retrospectively. The Company is currently evaluating the ASU to determine its impact on the Company's consolidated financial statements and related disclosures.

3. Investment in Hotel Properties

Investment in hotel properties consisted of the following (in thousands):

	December 31, 2023	December 31, 2022
Land and improvements	\$ 998,417	\$ 992,609
Buildings and improvements	4,117,210	4,040,505
Furniture, fixtures and equipment	798,410	745,978
	5,914,037	5,779,092
Accumulated depreciation	(1,777,821)	(1,598,764)
Investment in hotel properties, net	\$ 4,136,216	\$ 4,180,328

For the years ended December 31, 2023, 2022 and 2021, the Company recognized depreciation expense related to its investment in hotel properties of approximately \$179.1 million, \$184.4 million and \$187.2 million, respectively.

Impairments

During 2021, the Company evaluated the recoverability of the carrying amount of the DoubleTree Metropolitan Hotel New York City and recorded an impairment loss of \$138.9 million to adjust the hotel's carrying amount to its estimated fair value. The fair value was determined based on the contractual sales price (a Level 2 measurement in the fair value hierarchy) for the sale which closed in 2021.

During 2021, the Company evaluated the recoverability of the carrying amounts of two hotel properties and recorded an impairment loss of \$5.9 million to adjust the hotels' carrying amounts to their estimated fair values. The fair values were determined based on the contractual sales price (a Level 2 measurement in the fair value hierarchy) for the sales which closed in 2021.

There were no impairment losses recorded during either of the years ended December 31, 2023 or 2022.

4. Acquisition of Hotel Properties

During the year ended December 31, 2022, the Company acquired a 100% interest in the following property:

Property (1)	Location	Acquisition Date	Management Company (1)	Rooms	Purchase Price (in thousands)
21c Hotel Nashville	Nashville, TN	July 29, 2022	Accor Hotels	124	\$ 59,000

(1) During the year ended December 31, 2023, the Company converted this hotel to The Bankers Alley Hotel, a Tapestry Collection by Hilton, and transitioned management to an affiliate of Hilton.

The acquisition of the 21c Hotel Nashville was accounted for as an asset acquisition, whereby approximately \$1.1 million of transaction costs were capitalized as part of the cost of the acquisition. The allocation of the costs for the property acquired was as follows (in thousands):

	December 31, 2022
Land and improvements	\$ 19,807
Buildings and improvements	36,223
Furniture, fixtures and equipment	4,081
Total purchase price	\$ 60,111

During the year ended December 31, 2021, the Company acquired a 100% interest in the following properties:

Property	Location	Acquisition Date	Management Company	Rooms	Purchase Price (in thousands)
Hampton Inn and Suites Atlanta Midtown	Atlanta, GA	August 5, 2021	Aimbridge Hospitality	186	\$ 58,000
AC Hotel Boston Downtown	Boston, MA	October 18, 2021	Colwen Management	205	89,000
Moxy Denver Cherry Creek (1)	Denver, CO	December 23, 2021	Sage Hospitality	170	51,250
				561	\$ 198,250

(1) In connection with this acquisition, the Company assumed a \$25.0 million mortgage loan with a fair value at assumption of \$27.6 million.

The hotel properties acquired were accounted for as asset acquisitions, whereby approximately \$2.0 million of transaction costs were capitalized as part of the cost of the asset acquisitions. The allocation of the costs for the properties acquired was as follows (in thousands):

	December 31, 2021
Land and improvements	\$ 32,550
Buildings and improvements	150,400
Furniture, fixtures and equipment	16,472
Favorable lease asset	4,294
Fair value adjustment on mortgage debt assumed	(2,554)
Other liability	(898)
Total purchase price	\$ 200,264

The value of the assets acquired was primarily based on a sales comparison approach (for land) and a depreciated replacement cost approach (for building and improvements and furniture, fixtures and equipment). The sales comparison approach used inputs of recent land sales in the respective hotel markets. The depreciated replacement cost approach used inputs of both direct and indirect replacement costs using a nationally recognized authority on replacement cost information as well as the age, square footage and number of rooms of the respective assets. The fair value of the assumed mortgage debt was based on a discounted cash flow model and incorporated various inputs and assumptions for the effective borrowing rates for debt with similar terms. The fair value of the ground lease was based on the present value of the difference between the contractual rental amount paid according to the ground lease agreement and the market rental rates for similar leases, measured over a period equal to the remaining non-cancelable term of the ground lease.

5. Sale of Hotel Properties

In connection with the sale of hotel properties for the years ended December 31, 2022 and 2021, the Company recorded a net gain of \$1.0 million and a net loss of \$2.4 million, respectively.

During the year ended December 31, 2022, the Company sold the following hotel properties in two separate transactions for a combined sales price of approximately \$49.9 million:

Hotel Property Name	Location	Sale Date	Rooms
Marriott Denver Airport @ Gateway Park	Aurora, CO	March 8, 2022	238
SpringHill Suites Denver North Westminster	Westminster, CO	April 19, 2022	164
		Total	402

During the year ended December 31, 2021, the Company sold the following hotel properties in seven separate transactions for a combined sales price of approximately \$208.5 million.

Hotel Property Name	Location	Sale Date	Rooms
Courtyard Houston Sugarland	Stafford, TX	January 21, 2021	112
Residence Inn Indianapolis Fishers	Indianapolis, IN	May 10, 2021	78
Residence Inn Chicago Naperville	Warrenville, IL	May 12, 2021	130
Fairfield Inn & Suites Chicago Southeast Hammond	Hammond, IN	July 15, 2021	94
Residence Inn Chicago Southeast Hammond	Hammond, IN	August 3, 2021	78
Courtyard Chicago Southeast Hammond	Hammond, IN	August 5, 2021	85
DoubleTree Metropolitan Hotel New York City	New York, NY	December 15, 2021	764
			1,341

6. Revenue

The Company recognized revenue from the following geographic markets (in thousands):

	For the year ended December 31, 2023			
	Room Revenue	Food and Beverage Revenue	Other Revenue	Total Revenue
Northern California	\$ 140,866	\$ 14,013	\$ 8,014	\$ 162,893
Southern California	128,273	16,216	14,009	158,498
South Florida	113,579	19,641	10,046	143,266
New York City	67,886	9,235	3,562	80,683
Chicago	57,863	9,629	3,189	70,681
Washington, DC	57,731	1,409	2,402	61,542
Louisville	37,329	16,190	3,643	57,162
Boston	49,010	4,202	1,482	54,694
Houston	43,134	3,148	4,496	50,778
Charleston	36,851	8,581	4,077	49,509
Other	362,506	39,361	34,004	435,871
Total	\$ 1,095,028	\$ 141,625	\$ 88,924	\$ 1,325,577

	For the year ended December 31, 2022			
	Room Revenue	Food and Beverage Revenue	Other Revenue	Total Revenue
Northern California	\$ 128,652	\$ 10,968	\$ 6,684	\$ 146,304
South Florida	113,194	18,392	8,510	140,096
Southern California	113,726	10,214	10,260	134,200
New York City	60,634	8,737	2,899	72,270
Chicago	55,611	8,965	2,972	67,548
Washington, DC	48,875	1,259	2,488	52,622
Louisville	31,074	13,279	3,449	47,802
Boston	41,785	3,458	1,433	46,676
Austin	38,325	3,269	3,190	44,784
Houston	37,775	2,942	4,034	44,751
Other	332,803	35,544	28,262	396,609
Total	\$ 1,002,454	\$ 117,027	\$ 74,181	\$ 1,193,662

For the year ended December 31, 2021

	Room Revenue	Food and Beverage Revenue	Other Revenue	Total Revenue
South Florida	\$ 95,612	\$ 12,430	\$ 7,987	\$ 116,029
Southern California	88,653	5,959	9,271	103,883
Northern California	66,068	3,219	4,455	73,742
Chicago	43,277	5,931	2,282	51,490
New York City	30,547	3,505	1,544	35,596
Charleston	27,220	3,657	1,993	32,870
Houston	28,078	1,196	3,475	32,749
Washington, DC	26,706	415	1,858	28,979
Austin	24,059	1,417	2,970	28,446
Pittsburgh	23,605	3,670	1,138	28,413
Other	214,028	17,595	21,844	253,467
Total	\$ 667,853	\$ 58,994	\$ 58,817	\$ 785,664

7. Debt

The Company's debt consisted of the following (in thousands):

	December 31, 2023	December 31, 2022
Senior Notes, net	\$ 991,672	\$ 989,307
Revolver	—	—
Term Loans, net	821,443	820,536
Mortgage loans, net	407,663	407,712
Debt, net	\$ 2,220,778	\$ 2,217,555

Senior Notes

The Company's senior notes (collectively, the "Senior Notes") consisted of the following (dollars in thousands):

	Interest Rate at December 31, 2023	Maturity Date	Carrying Value at	
			December 31, 2023	December 31, 2022
2029 Senior Notes (1)(2)	4.00%	September 2029	\$ 500,000	\$ 500,000
2026 Senior Notes (1)(3)	3.75%	July 2026	500,000	500,000
			1,000,000	1,000,000
Deferred financing costs, net			(8,328)	(10,693)
Total senior notes, net			\$ 991,672	\$ 989,307

(1) Requires payments of interest only through maturity.

(2) The Company has the option to redeem its 4.00% senior notes due 2029 (the "2029 Senior Notes") at any time prior to September 15, 2024 at a price equal to 100.0% of the principal amount plus a make-whole premium. At any time on or after September 15, 2024, the Company may redeem the 2029 Senior Notes at a redemption price of (i) 102.0% of the principal amount should such redemption occur before September 15, 2025, (ii) 101.0% of the principal amount should such redemption occur before September 15, 2026 and (iii) 100.0% of the principal amount thereafter, in each case plus accrued and unpaid interest, if any. At any time prior to September 15, 2024, the Company may redeem the 2029 Senior Notes with the net cash proceeds from any equity offering at a redemption price equal to 104.0% of the principal amount plus accrued and unpaid interest, if any, subject to certain conditions.

(3) The Company has the option to redeem its 3.75% senior notes due 2026 (the "2026 Senior Notes") at a redemption price of (i) 101.875% of the principal amount should such redemption occur before July 1, 2024, (ii) 100.938% of the principal amount should such redemption occur before July 1, 2025 and (iii) 100.0% of the principal amount thereafter, in each case plus accrued and unpaid interest, if any.

The Senior Notes are each fully and unconditionally guaranteed, jointly and severally, by the Company and certain of the Operating Partnership's subsidiaries that incur and guarantee indebtedness under the Company's credit facilities and certain other indebtedness. The indentures governing the Senior Notes contain customary covenants that limit the Operating Partnership's ability and, in certain instances, the ability of its subsidiaries, to incur additional debt, create liens on assets, make distributions and pay dividends, make certain types of investments, issue guarantees of indebtedness, and make certain restricted payments. These limitations are subject to a number of exceptions and qualifications set forth in the indentures.

A summary of the various restrictive covenants for the Senior Notes are as follows:

	Covenant	Compliance
<u>Maintenance Covenant</u>		
Unencumbered Asset to Unencumbered Debt Ratio	> 150.0%	Yes
<u>Incurrence Covenants</u>		
Consolidated Indebtedness less than Adjusted Total Assets	< .65x	Yes
Consolidated Secured Indebtedness less than Adjusted Total Assets	< .45x	Yes
Interest Coverage Ratio	> 1.5x	Yes

As of December 31, 2023 and 2022, the Company was in compliance with all covenants associated with the Senior Notes.

Revolver and Term Loans

The Company has the following unsecured credit agreements in place:

- \$600.0 million revolving credit facility with a scheduled maturity date of May 10, 2027 and either a one-year extension option or up to two six-month extension options if certain conditions are satisfied (the "Revolver");
- \$400.0 million term loan with a scheduled maturity date of May 18, 2025 (the "\$400 Million Term Loan Maturing 2025");
- \$200.0 million term loan with a scheduled maturity date of January 31, 2026 and two one-year extension options if certain conditions are satisfied (the "\$200 Million Term Loan Maturing 2026"); and
- \$225.0 million term loan with a scheduled maturity date of May 10, 2026 and two one-year extension options if certain conditions are satisfied (the "\$225 Million Term Loan Maturing 2026").

The \$400 Million Term Loan Maturing 2025, the \$200 Million Term Loan Maturing 2026, and the \$225 Million Term Loan Maturing 2026 are collectively referred to as the "Term Loans." The credit agreements contain certain financial covenants relating to the Company's maximum leverage ratio, minimum fixed charge coverage ratio, maximum secured indebtedness ratio, maximum unencumbered leverage ratio and minimum unencumbered debt service coverage ratio. If an event of default exists, the Company is not permitted to make distributions to shareholders, other than those required to qualify for and maintain REIT status.

The borrowings under the Revolver and Term Loans bear interest at variable rates equal to (i) the Secured Overnight Financing Rate ("SOFR") plus a credit spread adjustment of ten basis points ("Adjusted SOFR") and a margin ranging from 1.35% to 2.20% or (ii) a base rate plus a margin ranging from 0.35% to 1.20%. In all cases, the actual margin used is determined based on the Company's leverage ratio, as calculated under the terms of each facility. The Company incurs an unused facility fee on the Revolver of between 0.20% and 0.25%, based on the amount by which the maximum borrowing amount exceeds the total principal balance of the outstanding borrowings.

In May 2023, the Company amended its Revolver. The amendment extends the maturity date of the Revolver to May 10, 2027, which may be extended by the exercise of either a one-year extension option or up to two six-month extension options, subject to the satisfaction of certain conditions. The borrowings under the Revolver bear interest at a variable rate equal to (i) Adjusted SOFR plus a margin ranging from 1.40% to 1.95% or (ii) a base rate plus a margin ranging from 0.40% to 0.95%.

In May 2023, the Company entered into the \$225 Million Term Loan Maturing 2026, the proceeds of which were used to fully repay the outstanding principal balance of a \$151.7 million term loan with a scheduled maturity date of January 25, 2024 (the "\$400 Million Term Loan Maturing 2024") and a \$73.0 million term loan with a scheduled maturity date of January 25, 2024 (the "\$225 Million Term Loan Maturing 2024"). The \$225 Million Term Loan Maturing 2026 matures on May 10, 2026,

with two one-year extension options to May 2027 and May 2028, respectively. Borrowings under the \$225 Million Term Loan Maturing 2026 bear interest at a variable rate equal to (i) Adjusted SOFR plus a margin ranging from 1.45% to 2.20% or (ii) a base rate plus a margin ranging from 0.45% to 1.20%.

In May 2023, the Company also amended the \$400 Million Term Loan Maturing 2025 to replace LIBOR with Adjusted SOFR as the benchmark rate used to determine the applicable interest rate. In addition, during the May 2023 amendments, all of the Company's unsecured credit agreements were amended to, among other things, (i) modify the calculation of certain financial covenants, including increasing the leverage ratio limit to 7.25x, (ii) modify the calculation of the unencumbered leverage ratio, (iii) remove the requirement to provide equity pledges if a certain leverage ratio is exceeded and (iv) reduce the interest floor to zero. The Company paid approximately \$7.5 million in lender fees and legal costs related to the refinancing.

The Company's unsecured credit agreements consisted of the following (in thousands):

	Interest Rate at December 31, 2023 (1)	Maturity Date	Carrying Value at	
			December 31, 2023	December 31, 2022
Revolver (2)	—%	May 2027	\$ —	\$ —
\$400 Million Term Loan Maturing 2023 (3)	—%	—	—	52,261
\$400 Million Term Loan Maturing 2024 (4)	—%	—	—	151,683
\$225 Million Term Loan Maturing 2023 (3)	—%	—	—	41,745
\$225 Million Term Loan Maturing 2024 (4)	—%	—	—	72,973
\$400 Million Term Loan Maturing 2025	3.44%	May 2025	400,000	400,000
\$200 Million Term Loan Maturing 2026 (5)	4.88%	January 2026 (6)	200,000	105,000
\$225 Million Term Loan Maturing 2026	3.03%	May 2026 (6)	225,000	—
			825,000	823,662
Deferred financing costs, net (7)			(3,557)	(3,126)
Total Revolver and Term Loans, net			\$ 821,443	\$ 820,536

- (1) Interest rate at December 31, 2023 gives effect to interest rate hedges.
- (2) There was \$600.0 million of capacity on the Revolver at both December 31, 2023 and 2022. The Company has the ability to further increase the total capacity on the Revolver to \$750.0 million, subject to certain lender requirements. The Company also has the ability to extend the maturity date for an additional one-year period or up to two six-month periods ending May 2028 if certain conditions are satisfied.
- (3) In January 2023, the Company received the remaining \$95.0 million in proceeds on the \$200 Million Term Loan Maturing 2026 and utilized these proceeds to pay off these Term Loans.
- (4) In May 2023, the Company entered into the \$225 Million Term Loan Maturing 2026 and utilized the proceeds to pay off these Term Loans.
- (5) In January 2023, the Company received the remaining \$95.0 million in proceeds on this Term Loan.
- (6) This Term Loan includes two one-year extension options. The exercise of the extension options will be at the Company's discretion, subject to certain conditions.
- (7) Excludes \$5.6 million and \$1.7 million as of December 31, 2023 and 2022, respectively, related to deferred financing costs on the Revolver, which are included in prepaid expense and other assets in the accompanying consolidated balance sheets.

The Revolver and Term Loans are subject to various financial covenants. A summary of the most restrictive covenants is as follows:

	Covenant	Compliance
Leverage ratio (1)	$\leq 7.25x$	Yes
Fixed charge coverage ratio (2)	$\geq 1.50x$	Yes
Secured indebtedness ratio	$\leq 45.0\%$	Yes
Unencumbered indebtedness ratio	$\leq 60.0\%$	Yes
Unencumbered debt service coverage ratio	$\geq 2.00x$	Yes

- (1) Leverage ratio is net indebtedness, as defined in the Revolver and Term Loan agreements, to corporate earnings before interest, taxes, depreciation, and amortization ("EBITDA"), as defined in the Revolver and Term Loan agreements.
- (2) Fixed charge coverage ratio is Adjusted EBITDA, generally defined in the Revolver and Term Loan agreements as EBITDA less FF&E reserves, to fixed charges, which is generally defined in the Revolver and Term Loan agreements as interest expense, all regularly scheduled principal payments, preferred dividends paid, and cash taxes paid.

Mortgage Loans

The Company's mortgage loans consisted of the following (in thousands):

	Number of Assets Encumbered	Interest Rate at December 31, 2023		Maturity Date	Carrying Value at	
					December 31, 2023	December 31, 2022
Mortgage loan (1)	7	5.94%	(3)	April 2024	\$ 200,000	\$ 200,000
Mortgage loan (1)	3	5.10%	(3)	April 2024 (4)	96,000	96,000
Mortgage loan (1)	4	5.67%	(3)	April 2024 (4)	85,000	85,000
Mortgage loan (2)	1	5.06%		January 2029	26,833	27,193
	<u>15</u>				<u>407,833</u>	<u>408,193</u>
Deferred financing costs, net					(170)	(481)
Total mortgage loans, net					<u>\$ 407,663</u>	<u>\$ 407,712</u>

- (1) The hotels encumbered by the mortgage loan are cross-collateralized. Requires payments of interest only through maturity.
- (2) Includes \$1.8 million and \$2.2 million at December 31, 2023 and 2022, respectively, related to a fair value adjustment on this mortgage loan from purchase price allocation at hotel property acquisition. This mortgage loan requires payments of interest only through maturity.
- (3) Interest rate at December 31, 2023 gives effect to interest rate hedges.
- (4) This mortgage loan provides two one-year extension options, subject to certain conditions. In December 2023, the Company sent a one-year extension notice on this mortgage loan. The extension notice is subject to leverage and debt service coverage ratio ("DSCR") tests and is currently under review by the lender.

Certain mortgage agreements are subject to various maintenance covenants requiring the Company to maintain a minimum debt yield or DSCR. Failure to meet the debt yield or DSCR thresholds is not an event of default, but instead triggers a cash trap event. At December 31, 2023, all mortgage loans exceeded the minimum debt yield or DSCR thresholds.

Interest Expense

The components of the Company's interest expense consisted of the following (in thousands):

	For the year ended December 31,		
	2023	2022	2021
Senior Notes	\$ 38,764	\$ 38,820	\$ 34,079
Revolver and Term Loans	31,000	34,126	54,733
Mortgage loans	21,014	13,563	13,306
Amortization of deferred financing costs	6,100	5,967	5,884
Non-cash interest expense related to interest rate hedges	1,929	679	(1,636)
Total interest expense	<u>\$ 98,807</u>	<u>\$ 93,155</u>	<u>\$ 106,366</u>

Future Minimum Principal Payments

As of December 31, 2023, excluding extension options, the future minimum principal payments were as follows (in thousands):

2024	\$	381,000
2025		400,000
2026		925,000
2027		—
2028		—
Thereafter		525,000
Total (1)	\$	<u>2,231,000</u>

(1) Excludes a \$1.8 million fair value adjustment on debt.

8. Derivatives and Hedging

The Company's interest rate swaps consisted of the following (in thousands):

Hedge type	Swap rate	Effective Date	Maturity Date	Notional value at		Fair value at	
				December 31, 2023	December 31, 2022	December 31, 2023	December 31, 2022
Swap-cash flow-LIBOR	2.29%	March 2019	December 2022	—	200,000	—	—
Swap-cash flow-LIBOR	2.29%	March 2019	December 2022	—	125,000	—	—
Swap-cash flow-Term SOFR	2.64%	November 2020	November 2023	—	100,000	—	1,935
Swap-cash flow-Daily SOFR (1)	2.44%	January 2021	December 2023	75,000	75,000	—	1,852
Swap-cash flow-Daily SOFR (1)	2.31%	January 2021	December 2023	75,000	75,000	—	1,948
Swap-cash flow-Daily SOFR (1)	1.08%	April 2021	April 2024	50,000	50,000	827	2,464
Swap-cash flow-Daily SOFR (1)	1.13%	April 2021	April 2024	50,000	50,000	819	2,436
Swap-cash flow-Daily SOFR (1)	1.08%	April 2021	April 2024	50,000	50,000	829	2,470
Swap-cash flow-Daily SOFR (1)	0.97%	April 2021	April 2024	50,000	50,000	849	2,504
Swap-cash flow-Daily SOFR (1)	0.85%	April 2021	April 2024	25,000	25,000	436	1,293
Swap-cash flow-Daily SOFR (1)	0.88%	April 2021	April 2024	25,000	25,000	434	1,304
Swap-cash flow-Daily SOFR (1)(2)	0.86%	April 2021	April 2024	25,000	25,000	436	1,310
Swap-cash flow-Daily SOFR (1)(2)	0.83%	April 2021	April 2024	25,000	25,000	439	1,321
Swap-cash flow-Term SOFR	4.37%	April 2023	April 2024	200,000	—	673	—
Swap-cash flow-Daily SOFR (1)(2)	0.77%	June 2020	December 2024	50,000	50,000	2,011	3,538
Swap-cash flow-Daily SOFR (1)(2)	0.63%	June 2020	December 2024	50,000	50,000	2,081	3,636
Swap-cash flow-Daily SOFR (1)	1.16%	September 2021	September 2025	150,000	150,000	7,969	11,636
Swap-cash flow-Daily SOFR (1)(2)	0.56%	July 2021	January 2026	50,000	50,000	3,556	5,041
Swap-cash flow-Daily SOFR	2.95%	April 2024	April 2027	125,000	—	1,769	—
Swap-cash flow-Daily SOFR	2.85%	April 2024	April 2027	65,000	—	1,103	—
Swap-cash flow-Daily SOFR	2.75%	April 2024	April 2027	60,000	—	1,188	—
Swap-cash flow-Daily SOFR	3.70%	July 2024	July 2027	25,000	—	(254)	—
Swap-cash flow-Daily SOFR	3.45%	July 2024	July 2027	25,000	—	(77)	—
Swap-cash flow-Daily SOFR	3.71%	July 2024	July 2027	25,000	—	(259)	—
				<u>\$ 1,275,000</u>	<u>\$ 1,175,000</u>	<u>\$ 24,829</u>	<u>\$ 44,688</u>

- (1) The Company modified the benchmark rate on this interest rate swap from LIBOR to Daily SOFR during the year ended December 31, 2023.
- (2) In February 2022, the Company dedesignated these swaps as the hedged forecasted transactions were no longer probable of occurring. Therefore, the Company reclassified a total of approximately \$5.9 million of unrealized gains included in accumulated other comprehensive income to other income (expense), net, in the consolidated statements of operations and comprehensive income (loss). These swaps were subsequently redesignated and the amounts related to the initial fair value of \$5.9 million that are recorded in other comprehensive income (loss) during the new hedging relationship will be reclassified to earnings on a straight line basis over the remaining life of these swaps.

As of December 31, 2023 and 2022, the aggregate fair value of the interest rate swap assets of \$25.4 million and \$44.7 million, respectively, was included in prepaid expense and other assets in the accompanying consolidated balance sheets. As of December 31, 2023, the aggregate fair value of the interest rate swap liabilities of \$0.6 million was included in accounts payable and other liabilities in the accompanying consolidated balance sheets.

As of December 31, 2023 and 2022, there was approximately \$22.7 million and \$40.6 million, respectively, of unrealized gains included in accumulated other comprehensive income related to interest rate swaps. There was no ineffectiveness recorded during the years ended December 31, 2023 and 2022. For the year ended December 31, 2023, approximately \$29.8 million of gains included in accumulated other comprehensive income were reclassified into interest expense for the interest rate swaps. For the year ended December 31, 2022, approximately \$1.1 million of losses included in accumulated other comprehensive income were reclassified into interest expense for the interest rate swaps. Approximately \$16.6 million of the unrealized gains included in accumulated other comprehensive income at December 31, 2023 is expected to be reclassified into earnings within the next 12 months.

9. Fair Value

Fair Value Measurement

Fair value is defined as the price that would be received upon the sale of an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date in the principal or most advantageous market. The fair value hierarchy has three levels of inputs, both observable and unobservable:

- Level 1 — Inputs include quoted market prices in an active market for identical assets or liabilities.
- Level 2 — Inputs are market data, other than Level 1, that are observable either directly or indirectly. Level 2 inputs include quoted market prices for similar assets or liabilities, quoted market prices in an inactive market, and other observable information that can be corroborated by market data.
- Level 3 — Inputs are unobservable and corroborated by little or no market data.

Fair Value of Financial Instruments

The Company used the following market assumptions and/or estimation methods:

- Cash and cash equivalents, restricted cash reserves, hotel and other receivables, accounts payable and other liabilities — The carrying amounts reported in the consolidated balance sheets for these financial instruments approximate fair value because of their short term maturities.
- Debt — The Company estimated the fair value of the Senior Notes by using publicly available trading prices, which are Level 1 inputs in the fair value hierarchy. The Company estimated the fair value of the Revolver and Term Loans by using a discounted cash flow model and incorporating various inputs and assumptions for the effective borrowing rates for debt with similar terms, which are Level 2 and Level 3 inputs in the fair value hierarchy. The Company estimated the fair value of the mortgage loans by using a discounted cash flow model and incorporating various inputs and assumptions for the effective borrowing rates for debt with similar terms and the loan to estimated fair value of the collateral, which are Level 3 inputs in the fair value hierarchy.

The fair value of the Company's debt was as follows (in thousands):

	December 31, 2023		December 31, 2022	
	Carrying Value	Fair Value	Carrying Value	Fair Value
Senior Notes, net	\$ 991,672	\$ 928,750	\$ 989,307	\$ 853,895
Revolver and Term Loans, net	821,443	817,960	820,536	812,604
Mortgage loans, net	407,663	394,458	407,712	388,839
Debt, net	<u>\$ 2,220,778</u>	<u>\$ 2,141,168</u>	<u>\$ 2,217,555</u>	<u>\$ 2,055,338</u>

Recurring Fair Value Measurements

The following table presents the Company's fair value hierarchy for those financial assets and liabilities measured at fair value on a recurring basis as of December 31, 2023 (in thousands):

	Fair Value at December 31, 2023			
	Level 1	Level 2	Level 3	Total
Interest rate swap asset	\$ —	\$ 25,419	\$ —	\$ 25,419
Interest rate swap liability	\$ —	\$ (590)	\$ —	\$ (590)
Total	\$ —	\$ 24,829	\$ —	\$ 24,829

The following table presents the Company's fair value hierarchy for those financial assets and liabilities measured at fair value on a recurring basis as of December 31, 2022 (in thousands):

	Fair Value at December 31, 2022			
	Level 1	Level 2	Level 3	Total
Interest rate swap asset	\$ —	\$ 44,688	\$ —	\$ 44,688
Total	\$ —	\$ 44,688	\$ —	\$ 44,688

The fair values of the derivative financial instruments are determined using widely accepted valuation techniques including a discounted cash flow analysis on the expected cash flows for each derivative. The Company determined that the significant inputs, such as interest yield curves and discount rates, used to value its derivatives fall within Level 2 of the fair value hierarchy and that the credit valuation adjustments associated with the Company's counterparties and its own credit risk utilize Level 3 inputs, such as estimates of current credit spreads to evaluate the likelihood of default by itself and its counterparties. As of December 31, 2023, the Company assessed the significance of the impact of the credit valuation adjustments on the overall valuation of its derivative positions and determined that the credit valuation adjustments were not significant to the overall valuation of its derivatives. As a result, the Company determined that its derivative valuations in their entirety are classified in Level 2 of the fair value hierarchy.

10. Commitments and Contingencies

Operating Leases

As of December 31, 2023, 13 of Company's hotel properties were subject to ground lease agreements that cover the land underlying the respective hotels. The ground leases are classified as operating leases. The total ground lease expense was \$16.7 million for the year ended December 31, 2023, which consisted of \$11.9 million of fixed lease expense and \$4.8 million of variable lease expense. The total ground lease expense was \$15.9 million for the year ended December 31, 2022, which consisted of \$11.9 million of fixed lease expense and \$4.0 million of variable lease expense. The total ground lease expense was \$13.1 million for the year ended December 31, 2021, which consisted of \$11.6 million of fixed lease expense and \$1.5 million of variable lease expense. The total ground lease expense is included in property tax, insurance and other in the accompanying consolidated statements of operations and comprehensive income (loss).

The Company's ground leases consisted of the following (in thousands):

Hotel Property Name	Term Expiration (1)	Ground Lease Expense		
		For the year ended December 31,		
		2023	2022	2021
Wyndham Boston Beacon Hill (2)	2028	\$ 929	\$ 803	\$ 556
Wyndham San Diego Bayside	2029	5,315	5,009	4,042
DoubleTree Suites by Hilton Orlando Lake Buena Vista	2057	815	1,005	666
Residence Inn Palo Alto Los Altos (3)	2033	86	86	86
Wyndham Pittsburgh University Center	2083	726	726	726
Marriott Louisville Downtown	2153 (4)	—	—	—
Embassy Suites San Francisco Airport Waterfront	2059	1,850	1,646	1,239
Wyndham New Orleans French Quarter	2065	487	487	487
Courtyard Charleston Historic District	2096	1,052	1,044	1,019
Courtyard Austin Downtown Convention Center and Residence Inn Downtown Convention Center	2100	1,025	922	555
Courtyard Waikiki Beach	2112	4,121	3,922	3,742
Moxy Denver Cherry Creek	2115	272	258	5
		<u>\$ 16,678</u>	<u>\$ 15,908</u>	<u>\$ 13,123</u>

(1) Assumes the exercise of any remaining extension options.

(2) In January 2024, the Company acquired a fee simple interest in this hotel property for approximately \$125.0 million.

(3) The ground lease underlying a portion of this hotel property is part of a municipal utility district's water pipeline right-of-way.

(4) The lease may be extended for up to four twenty-five year terms at the Company's option.

The future lease payments for the Company's operating leases are as follows (in thousands):

	December 31, 2023
2024	\$ 10,427
2025	10,443
2026	11,091
2027	11,598
2028	11,094
Thereafter	538,093
Total future lease payments	592,746
Imputed interest	(470,158)
Lease liabilities	<u>\$ 122,588</u>

The following table presents certain information related to the Company's operating leases as of December 31, 2023:

Weighted average remaining lease term	62 years
Weighted average discount rate	7.29 %

Restricted Cash Reserves

The Company is obligated to maintain cash reserve funds for future capital expenditures, real estate taxes, insurance, and debt obligations where lenders hold restricted cash due to cash trap events. The management agreements, franchise agreements and/or mortgage loan documents require the Company to reserve cash ranging typically from 3.0% to 5.0% of the individual hotel's revenues for future capital expenditures (including the periodic replacement or refurbishment of FF&E). Any unexpended amounts will remain the property of the Company upon termination of the management agreements, franchise agreements or mortgage loan documents. As of December 31, 2023 and 2022, approximately \$38.7 million and \$28.2 million, respectively, was available in the restricted cash reserves for future capital expenditures, real estate taxes, and insurance. As of December 31, 2022, there was also approximately \$26.9 million of restricted cash held by a lender due to a cash trap event, and during the first quarter of 2023, all of the restrictions on this cash were removed.

Litigation

Neither the Company nor any of its subsidiaries is currently involved in any regulatory or legal proceedings that management believes will have a material and adverse effect on the Company's financial position, results of operations or cash flows.

Management Agreements

As of December 31, 2023, 96 of the Company's consolidated hotel properties were operated pursuant to management agreements with initial terms ranging from three to 25 years, with 15 different management companies as noted in the table below. This number includes 35 consolidated hotel properties that receive the benefits of a franchise agreement pursuant to management agreements with Hilton, Hyatt, or Marriott.

Management Company	Number of Hotel Properties
Aimbridge Hospitality	31
Colwen Management, Inc.	1
Concord Hospitality Enterprises Company	1
Crestline Hotels and Resorts	1
Davidson Hotels and Resorts	2
Hilton Management and affiliates	21
HEI Hotels and Resorts	2
Hersha Hospitality Management	7
Highgate Hotels	3
Hyatt Corporation and affiliates	11
InnVentures (1)	3
Marriott International, Inc.	3
Pyramid	1
Sage Hospitality	5
White Lodging Services	4
	96
	96

(1) InnVentures is a subsidiary of Highgate Hotels.

Each management company receives a base management fee between 1.5% and 3.5% of hotel revenues. Management agreements that include the benefits of a franchise agreement incur a base management fee between 1.75% and 7.0% of hotel revenues. The management companies are also eligible to receive an incentive management fee if hotel operating income, as defined in the management agreements, exceeds certain thresholds. The incentive management fee is generally calculated as a percentage of hotel operating income after the Company has received a priority return on its investment in the hotel.

Management fees are included in management and franchise fee expense in the accompanying consolidated statements of operations and comprehensive income (loss). For the years ended December 31, 2023, 2022 and 2021, the Company incurred management fee expense of approximately \$41.7 million, \$34.7 million and \$10.1 million, respectively.

Franchise Agreements

As of December 31, 2023, 59 of the Company's consolidated hotel properties were operated under franchise agreements with initial terms ranging from one to 30 years. This number excludes 35 consolidated hotel properties that receive the benefits of a franchise agreement pursuant to management agreements with Hilton, Hyatt, or Marriott. In addition, two hotels are not operated with a hotel brand so they do not have franchise agreements. Franchise agreements allow the hotel properties to operate under the respective brands. Pursuant to the franchise agreements, the Company pays a royalty fee between 2.0% and 6.0% of room revenue, plus additional fees for marketing, central reservation systems and other franchisor costs between 1.0% and 4.3% of room revenue. Certain hotels are also charged a royalty fee between 1.5% and 3.0% of food and beverage revenues.

Franchise fees are included in management and franchise fee expense in the accompanying consolidated statements of operations and comprehensive income (loss). For the years ended December 31, 2023, 2022 and 2021, the Company incurred franchise fee expense of approximately \$65.7 million, \$60.9 million and \$43.2 million, respectively.

11. Equity

Common Shares of Beneficial Interest

Under the declaration of trust for the Company, there are 450,000,000 common shares authorized for issuance.

On April 28, 2023, the Company's board of trustees approved a new share repurchase program to acquire up to an aggregate of \$250.0 million of common and preferred shares from May 9, 2023 to May 8, 2024 (the "2023 Share Repurchase Program"). During the year ended December 31, 2023, the Company repurchased and retired 7,463,632 common shares for approximately \$76.0 million, of which \$39.9 million was repurchased under a share repurchase program authorized by the Company's board of trustees in 2022, which expired May 8, 2023, and \$36.1 million was repurchased under the 2023 Share Repurchase Program. Subsequent to December 31, 2023, the Company repurchased and retired 105,511 common shares for approximately \$1.3 million. As of February 27, 2024, the 2023 Share Repurchase Program had a remaining capacity of \$212.7 million.

During the year ended December 31, 2022, the Company repurchased and retired 4,907,094 common shares for approximately \$57.6 million.

The Company did not repurchase any common shares under a share repurchase program during the year ended December 31, 2021.

During the years ended December 31, 2023, 2022, and 2021, the Company declared a cash dividend of \$0.36, \$0.12, and \$0.04, respectively, on each common share.

Series A Preferred Shares

Under the declaration of trust for the Company, there are 50,000,000 preferred shares authorized for issuance. The Series A Preferred Shares are convertible, in whole or in part, at any time, at the option of the holders into common shares at a conversion rate of 0.2806 common shares for each Series A Preferred Share.

During each of the years ended December 31, 2023, 2022 and 2021, the Company declared a cash dividend of \$1.95 per Series A Preferred Share.

Noncontrolling Interest in Consolidated Joint Ventures

The Company consolidates the joint venture that owns The Knickerbocker hotel property, which has a third-party partner that owns a noncontrolling 5% ownership interest in the joint venture. The third-party ownership interest is included in the noncontrolling interest in consolidated joint ventures on the consolidated balance sheets.

Noncontrolling Interest in the Operating Partnership

The Company consolidates the Operating Partnership, which is a majority-owned limited partnership that has a noncontrolling interest. As of December 31, 2023, the Operating Partnership had 156,069,660 OP units outstanding, of which 99.5% of the outstanding OP units were owned by the Company and its subsidiaries, and the noncontrolling 0.5% ownership interest was owned by other limited partners.

As of December 31, 2023, the limited partners owned 771,831 OP units. The outstanding OP units held by the limited partners are redeemable for cash, or at the option of the Company, for a like number of common shares. The noncontrolling interest is included in the noncontrolling interest in the Operating Partnership on the consolidated balance sheets.

12. Equity Incentive Plan

Pursuant to the terms of the 2021 Plan, the Company may issue share-based awards to officers, employees, non-employee trustees and other eligible persons under the 2021 Plan. The 2021 Plan provides for a maximum of 6,828,527 common shares to be issued in the form of share options, share appreciation rights, restricted share awards, unrestricted share awards, share units, dividend equivalent rights, long-term incentive units, other equity-based awards and cash bonus awards.

Share Awards

From time to time, the Company may award unvested restricted shares under the 2021 Plan as compensation to officers, employees and non-employee trustees. The issued shares vest over a period of time as determined by the board of trustees at the date of grant. The Company recognizes compensation expense for time-based unvested restricted shares on a straight-line basis over the vesting period based upon the fair market value of the shares on the date of issuance, adjusted for forfeitures.

Non-employee trustees may also elect to receive unrestricted shares under the 2021 Plan as compensation that would otherwise be paid in cash for their services. The shares issued to non-employee trustees in lieu of cash compensation are unrestricted and include no vesting conditions. The Company recognizes compensation expense for the unrestricted shares issued in lieu of cash compensation on the date of issuance based upon the fair market value of the shares on that date.

A summary of the unvested restricted shares is as follows:

	2023		2022		2021	
	Number of Shares	Weighted-Average Grant Date Fair Value	Number of Shares	Weighted-Average Grant Date Fair Value	Number of Shares	Weighted-Average Grant Date Fair Value
Unvested at January 1,	2,267,870	\$ 15.32	2,380,283	\$ 15.43	1,252,228	\$ 15.17
Granted	991,453	10.84	569,600	15.10	1,739,327	15.92
Vested	(928,192)	15.07	(647,426)	15.65	(513,342)	16.51
Forfeited	(25,828)	13.13	(34,587)	13.15	(97,930)	15.22
Unvested at December 31,	<u>2,305,303</u>	<u>\$ 13.52</u>	<u>2,267,870</u>	<u>\$ 15.32</u>	<u>2,380,283</u>	<u>\$ 15.43</u>

For the years ended December 31, 2023, 2022 and 2021, the Company recognized approximately \$15.4 million, \$14.4 million and \$11.9 million, respectively, of share-based compensation expense related to restricted share awards.

As of December 31, 2023, there was \$13.4 million of total unrecognized compensation costs related to unvested restricted share awards and these costs are expected to be recognized over a weighted-average period of 1.4 years. The total fair value of the shares vested (calculated as the number of shares multiplied by the vesting date share price) during the years ended December 31, 2023, 2022 and 2021 was approximately \$9.9 million, \$9.0 million and \$7.8 million, respectively.

Performance Units

The Company aligns its executive officers with its long-term investors by awarding a significant percentage of their equity compensation in the form of multi-year performance unit awards that use both absolute and relative Total Shareholder Return as the primary metrics. The performance units granted prior to 2021 vest over a four year period, including three years of performance-based vesting (the “performance units measurement period”) plus an additional one year of time-based vesting.

The Company estimates the compensation expense for the performance units on a straight-line basis using a calculation that recognizes 50% of the grant date fair value over three years and 50% of the grant date fair value over four years.

The performance units granted in 2021, 2022 and 2023 vest at the end of a three year period. These performance units may convert into restricted shares at a range of 0% to 200% of the number of performance units granted contingent upon the Company achieving an absolute total shareholder return (25% of award) and a relative shareholder return (75% of award) over the measurement period at specified percentiles of the peer group, as defined by the awards. At the end of the performance units measurement period, if the target criterion is met, 100% of the performance units that are earned will vest immediately. The award recipients will not be entitled to receive any dividends prior to the date of conversion. For any restricted shares issued upon conversion, the award recipient will be entitled to receive payment of an amount equal to all dividends that would have been paid if such restricted shares had been issued at the beginning of the performance units measurement period. The fair value of the performance units was determined using a Monte Carlo simulation. For performance units granted in 2021, 2022 and 2023, the Company estimates the compensation expense for the performance units on a straight-line basis using a calculation that recognizes 100% of the grant date fair value over three years.

A summary of the performance unit awards is as follows:

Date of Award	Number of Units Granted	Grant Date Fair Value	Conversion Range	Risk Free Interest Rate	Volatility
February 2020 (1)	489,000	\$11.59	0% to 200%	1.08%	23.46%
February 2021	431,151	\$20.90	0% to 200%	0.23%	69.47%
February 2022	407,024	\$21.96	0% to 200%	1.70%	70.15%
February 2023	574,846	\$16.90	0% to 200%	4.33%	66.70%

(1) In February 2023, following the end of the measurement period, the Company met certain threshold criterion and the performance units converted into approximately 200,000 restricted shares. Half of the restricted shares vested immediately with the remaining half vesting in February 2024. As of December 31, 2023, there were approximately 100,000 unvested restricted shares related to the conversion of the performance units. The total fair value of the vested shares related to the conversion of the performance units (calculated as the number of vested shares multiplied by the vesting date share price) during the year ended December 31, 2023 was approximately \$1.1 million.

For the years ended December 31, 2023, 2022 and 2021, the Company recognized approximately \$8.9 million, \$7.3 million and \$5.2 million, respectively, of share-based compensation expense related to the performance unit awards.

As of December 31, 2023, there was \$10.7 million of total unrecognized compensation costs related to the performance unit awards and these costs are expected to be recognized over a weighted-average period of 1.7 years.

As of December 31, 2023, there were 2,688,397 common shares available for future grant under the 2021 Plan, which includes potential common shares that may convert from performance units if certain target criterion is met.

13. Earnings per Common Share

Basic earnings per common share is calculated by dividing net income (loss) attributable to common shareholders by the weighted-average number of common shares outstanding during the period excluding the weighted-average number of unvested restricted shares and unvested performance units outstanding during the period. Diluted earnings per common share is calculated by dividing net income (loss) attributable to common shareholders by the weighted-average number of common shares outstanding during the period, plus any shares that could potentially be outstanding during the period. The potential shares consist of the unvested restricted share grants and unvested performance units, calculated using the treasury stock method, and convertible Series A Preferred Shares, calculated using the if-converted method. Any anti-dilutive shares have been excluded from the diluted earnings per share calculation.

Unvested share-based payment awards that contain non-forfeitable rights to dividends or dividend equivalents (whether paid or unpaid) are participating shares and are considered in the computation of earnings per share pursuant to the two-class method. If there were any undistributed earnings allocable to the participating shares, they would be deducted from net income (loss) attributable to common shareholders used in the basic and diluted earnings per share calculations.

The limited partners' outstanding OP Units (which may be redeemed for common shares under certain circumstances) have been excluded from the diluted earnings per share calculation as there was no effect on the amounts for the years ended

December 31, 2023, 2022 and 2021, since the limited partners' share of income or loss would also be added back to net income (loss) attributable to common shareholders.

The computation of basic and diluted earnings per common share is as follows (in thousands, except share and per share data):

	For the year ended December 31,		
	2023	2022	2021
Numerator:			
Net income (loss) attributable to RLJ	\$ 76,405	\$ 41,925	\$ (305,168)
Less: Preferred dividends	(25,115)	(25,115)	(25,115)
Less: Dividends paid on unvested restricted shares	(882)	(284)	(85)
Less: Undistributed earnings attributable to unvested restricted shares	—	—	—
Net income (loss) attributable to common shareholders excluding amounts attributable to unvested restricted shares	<u>\$ 50,408</u>	<u>\$ 16,526</u>	<u>\$ (330,368)</u>
Denominator:			
Weighted-average number of common shares - basic	155,928,663	161,947,807	163,998,390
Unvested restricted shares	538,023	345,058	—
Unvested performance units	<u>89,728</u>	<u>—</u>	<u>—</u>
Weighted-average number of common shares - diluted	<u>156,556,414</u>	<u>162,292,865</u>	<u>163,998,390</u>
Net income (loss) per share attributable to common shareholders - basic	<u>\$ 0.32</u>	<u>\$ 0.10</u>	<u>\$ (2.01)</u>
Net income (loss) per share attributable to common shareholders - diluted	<u>\$ 0.32</u>	<u>\$ 0.10</u>	<u>\$ (2.01)</u>

14. Income Taxes

Current income tax expense represents the amounts expected to be reported on the Company's income tax returns, and deferred tax expense or benefit represents the change in the net deferred tax assets and liabilities. The deferred tax assets and liabilities are determined based on the difference between the financial statement and tax bases of assets and liabilities as measured by the enacted tax rates that will be in effect when these differences reverse.

The Company accounts for income taxes using the asset and liability method. Under this method, deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to the differences between the financial statement carrying amounts of existing assets and liabilities and their respective income tax bases, and for net operating loss, capital loss and tax credit carryforwards. The deferred tax assets and liabilities are measured using the enacted income tax rates in effect for the year in which those temporary differences are expected to be realized or settled. The effect on the deferred tax assets and liabilities from a change in tax rates is recognized in earnings in the period when the net rate is enacted. However, deferred tax assets are recognized only to the extent that it is more likely than not that they will be realized based on consideration of all available evidence, including the future reversals of existing taxable temporary differences, future projected taxable income and tax planning strategies.

The components of the income tax provision are as follows (in thousands):

	For the Years Ended December 31,		
	2023	2022	2021
Current:			
Federal	\$ (200)	\$ (162)	\$ —
State	(1,061)	(1,374)	(1,228)
Deferred:			
Federal	4	15	30
State	1	3	10
Income tax expense	<u>\$ (1,256)</u>	<u>\$ (1,518)</u>	<u>\$ (1,188)</u>

The provision for income taxes is different from the amount of income tax expense that is determined by applying the applicable U.S. statutory federal income tax rate to pretax income as a result of the following differences (in thousands):

	For the Years Ended December 31,		
	2023	2022	2021
Expected U.S. federal tax (expense) benefit at statutory rate	\$ (16,353)	\$ (9,184)	\$ 65,079
Tax impact of REIT election	15,443	(1,659)	(60,856)
Expected tax (expense) benefit at TRS	(910)	(10,843)	4,223
Change in valuation allowance	(120)	11,945	(6,489)
State income tax expense, net of federal benefit	(1,006)	(2,861)	(650)
Other items	780	241	1,728
Income tax expense	<u>\$ (1,256)</u>	<u>\$ (1,518)</u>	<u>\$ (1,188)</u>

Deferred income taxes represent the tax effect from continuing operations of the differences between the book and tax basis of the assets and liabilities. The deferred tax assets (liabilities) include the following (in thousands):

	December 31, 2023	December 31, 2022
Deferred tax liabilities:		
Partnership basis	\$ (2,315)	\$ (3,463)
Prepaid expenses	(813)	(675)
Deferred tax liabilities	\$ (3,128)	\$ (4,138)
Deferred tax assets:		
Property and equipment	\$ 6,940	\$ 5,936
Incentive and vacation accrual	3,719	3,866
Deferred revenue - key money	1,767	1,387
Allowance for doubtful accounts	70	78
Other	892	2,034
Net operating loss carryforwards	64,275	65,246
Federal historic tax credit	824	824
Valuation allowance	(75,336)	(75,215)
Deferred tax assets	\$ 3,151	\$ 4,156

Deferred tax assets are recognized only to the extent that it is more likely than not that they will be realized based on the consideration of all available evidence, including the future reversals of existing taxable temporary differences, future projected taxable income, and tax planning strategies. Valuation allowances are provided if, based upon the weight of the available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized. The Company would record a valuation allowance to reduce its deferred tax assets to the amount that is most likely to be utilized in future periods to offset taxable income. Based upon the available objective evidence at December 31, 2023, the Company determined it was more likely than not that the deferred tax assets related to the net operating loss ("NOL") carryforwards of RLJ Lodging Trust Master TRS, Inc., the Company's primary TRS, would not be utilized in future periods. The Company considered all available evidence, both positive and negative, including cumulative losses in recent years and its current forecast of future income in its analysis. As of December 31, 2023 and 2022, the Company had a valuation allowance of approximately \$75.3 million and \$75.2 million, respectively, related to NOL carryforwards, historic tax credits, and other deferred tax assets of its TRSs.

The Company's NOLs will begin to expire in 2024 for federal tax purposes and 2023 to 2040 for state tax purposes. The Company's historic tax credits begin to expire in 2035. The annual utilization of these NOLs and tax credits is limited pursuant to federal and state tax laws.

The Company is subject to examination by U.S. federal and various state and local jurisdictions. The tax years subject to examination vary by jurisdiction. With few exceptions, as of December 31, 2023, the Company is no longer subject to U.S. federal or state and local tax examinations by tax authorities for the tax years of 2019 and before.

The Company had no accruals for tax uncertainties as of December 31, 2023 and 2022.

15. Segment Information

The Company separately evaluates the performance of each of its hotel properties. However, because each of the hotels has similar economic characteristics, facilities, and services, the hotel properties have been aggregated into a single operating segment.

16. Supplemental Information to Statements of Cash Flows (in thousands)

	For the year ended December 31,		
	2023	2022	2021
Reconciliation of cash, cash equivalents, and restricted cash reserves			
Cash and cash equivalents	\$ 516,675	\$ 481,316	\$ 665,341
Restricted cash reserves	38,652	55,070	48,528
Cash, cash equivalents, and restricted cash reserves	<u>\$ 555,327</u>	<u>\$ 536,386</u>	<u>\$ 713,869</u>
Interest paid	<u>\$ 89,827</u>	<u>\$ 87,180</u>	<u>\$ 92,729</u>
Income taxes paid	<u>\$ 2,538</u>	<u>\$ 1,255</u>	<u>\$ 477</u>
Operating cash flow lease payments for operating leases	<u>\$ 16,899</u>	<u>\$ 15,742</u>	<u>\$ 12,371</u>
Right-of-use asset obtained in exchange for lease obligation	<u>\$ 5,016</u>	<u>\$ —</u>	<u>\$ —</u>
Right-of-use asset and liability adjustment due to remeasurement	<u>\$ —</u>	<u>\$ (2,473)</u>	<u>\$ —</u>
Supplemental investing and financing transactions			
In connection with the acquisitions of hotel properties, the Company recorded the following:			
Purchase of hotel properties	\$ —	\$ 59,000	\$ 198,250
Transaction costs	—	1,110	2,014
Operating proration	—	(802)	(589)
Mortgage debt assumed (non-cash financing activity)	—	—	(25,000)
Acquisition of hotel properties, net	<u>\$ —</u>	<u>\$ 59,308</u>	<u>\$ 174,675</u>
In connection with the sales of hotel properties, the Company recorded the following:			
Sales price	\$ —	\$ 49,900	\$ 208,507
Transaction costs	—	(834)	(8,118)
Operating proration	—	(991)	(1,747)
Proceeds from sales of hotel properties, net	<u>\$ —</u>	<u>\$ 48,075</u>	<u>\$ 198,642</u>
Supplemental non-cash transactions			
Change in fair market value of designated interest rate swaps	\$ (17,929)	\$ 63,570	\$ 41,279
Accrued capital expenditures	\$ 22,144	\$ 17,645	\$ 10,049
Distributions payable	\$ 22,500	\$ 14,622	\$ 8,347

17. Subsequent Events

In January 2024, the Company acquired a fee simple interest in its Wyndham Boston Beacon Hill hotel property for approximately \$125.0 million.

RLJ Lodging Trust
Schedule III - Real Estate and Accumulated Depreciation
December 31, 2023
(amounts in thousands)

Description	Debt	Initial Costs		Costs Capitalized Subsequent to Acquisition	Gross Amount at December 31, 2023			Accumulated Depreciation	Date Acquired	Depreciation Life
		Land & Improvements	Building & Improvements	Land, Building & Improvements	Land & Improvements	Buildings & Improvements	Total (1)			
Marriott Denver South @ Park Meadows	\$ —	\$ 5,385	\$ 39,488	\$ 4,414	\$ 5,383	\$ 43,904	\$ 49,287	\$ 19,493	2006	15 - 40 years
Marriott Louisville Downtown	—	—	89,541	25,286	92	114,735	114,827	47,296	2006	15 - 40 years
Marriott Chicago Midway	—	4,464	32,736	3,458	4,496	36,162	40,658	15,801	2006	15 - 40 years
Renaissance Boulder Flatiron Hotel	—	4,440	32,557	9,915	4,790	42,122	46,912	16,051	2006	15 - 40 years
Renaissance Fort Lauderdale West Hotel	—	4,842	35,517	9,049	4,886	44,522	49,408	17,729	2006	15 - 40 years
Courtyard Chicago Downtown Magnificent Mile	31,000	8,140	59,696	10,053	8,148	69,741	77,889	30,116	2006	15 - 40 years
Courtyard Indianapolis @ The Capitol	—	2,482	18,207	4,259	2,641	22,307	24,948	9,183	2006	15 - 40 years
Courtyard Midway Airport	—	2,172	15,927	2,897	2,211	18,785	20,996	8,980	2006	15 - 40 years
Courtyard Austin Downtown Convention Center	—	6,049	44,361	5,852	6,049	50,213	56,262	19,609	2007	15 - 40 years
Residence Inn Houston By The Galleria	—	2,665	19,549	3,344	2,686	22,872	25,558	10,406	2006	15 - 40 years
Residence Inn Indianapolis Downtown On The Canal	—	2,670	19,588	5,224	2,670	24,812	27,482	10,021	2006	15 - 40 years
Residence Inn Merrillville	—	595	4,372	1,431	622	5,776	6,398	2,566	2006	15 - 40 years
Residence Inn Louisville Downtown	—	1,815	13,308	3,367	1,822	16,668	18,490	6,442	2007	15 - 40 years
Residence Inn Austin Downtown Convention Center	—	3,767	27,626	4,706	3,804	32,295	36,099	12,285	2007	15 - 40 years
Fairfield Inn & Suites Denver Cherry Creek	—	1,203	8,823	2,020	1,207	10,839	12,046	4,758	2006	15 - 40 years
Fairfield Inn & Suites Key West	—	1,803	19,325	3,960	1,876	23,212	25,088	10,453	2006	15 - 40 years
Fairfield Inn & Suites Chicago Midway Airport	—	1,425	10,449	2,069	1,447	12,496	13,943	5,646	2006	15 - 40 years
Hampton Inn Chicago Midway Airport	—	2,747	20,143	3,104	2,793	23,201	25,994	10,432	2006	15 - 40 years
Hilton Garden Inn Chicago Midway Airport	—	2,978	21,842	1,744	3,006	23,558	26,564	10,461	2006	15 - 40 years
Sleep Inn Midway Airport	—	1,189	8,718	1,896	1,225	10,578	11,803	5,064	2006	15 - 40 years
Holiday Inn Express & Suites Midway Airport	—	1,874	13,742	3,219	1,925	16,910	18,835	7,289	2006	15 - 40 years
TGI Friday's Chicago Midway	—	829	6,139	1,081	860	7,189	8,049	3,071	2006	15 - 40 years
Hampton Inn Garden City	—	5,691	22,764	3,948	5,742	26,661	32,403	10,530	2007	15 - 40 years
Courtyard Houston By The Galleria	19,000	3,069	22,508	2,561	3,069	25,069	28,138	10,128	2007	15 - 40 years
Embassy Suites Los Angeles Downey	31,000	4,857	29,943	12,141	5,036	41,905	46,941	16,402	2008	15 - 40 years
Embassy Suites Tampa Downtown Convention Center	—	2,161	71,017	15,656	2,444	86,390	88,834	29,475	2010	15 - 40 years

Description	Initial Costs			Costs Capitalized Subsequent to Acquisition	Gross Amount at December 31, 2023			Accumulated Depreciation	Date Acquired	Depreciation Life
	Debt	Land & Improvements	Building & Improvements	Land, Building & Improvements	Land & Improvements	Buildings & Improvements	Total (1)			
Fairfield Inn & Suites Washington DC Downtown	34,000	16,214	22,265	7,824	16,447	29,856	46,303	12,091	2010	15 - 40 years
Embassy Suites Fort Myers Estero	—	2,816	7,862	2,654	2,968	10,364	13,332	4,213	2010	15 - 40 years
Homewood Suites Washington DC Downtown	—	23,139	34,188	6,506	23,758	40,075	63,833	14,024	2010	15 - 40 years
Hotel Tonnelle New Orleans, a Tribute Portfolio Hotel	—	1,901	2,793	16,165	2,155	18,704	20,859	9,940	2010	15 - 40 years
Residence Inn National Harbor Washington DC	—	7,457	37,046	2,148	7,480	39,171	46,651	13,384	2010	15 - 40 years
Hilton Garden Inn New Orleans Convention Center	—	3,405	20,750	9,612	3,509	30,258	33,767	11,452	2010	15 - 40 years
Hilton Garden Inn Los Angeles Hollywood	—	5,303	19,136	10,933	5,699	29,673	35,372	12,059	2010	15 - 40 years
Renaissance Pittsburgh Hotel	34,000	3,274	39,934	11,484	3,397	51,295	54,692	17,675	2011	15 - 40 years
Courtyard Atlanta Buckhead	—	2,860	21,668	4,217	2,875	25,870	28,745	9,248	2011	15 - 40 years
Embassy Suites West Palm Beach Central	—	3,656	9,614	10,036	3,914	19,392	23,306	8,441	2011	15 - 40 years
Hilton Garden Inn Pittsburgh University Place	—	1,975	18,490	9,440	2,382	27,523	29,905	12,045	2011	15 - 40 years
Courtyard Charleston Historic District	—	2,714	35,828	4,747	3,564	39,725	43,289	12,787	2011	15 - 40 years
Residence Inn Bethesda Downtown	—	8,154	52,749	8,529	8,761	60,671	69,432	18,954	2012	15 - 40 years
Courtyard New York Manhattan Upper East Side	—	20,655	60,222	9,020	21,282	68,615	89,897	21,668	2012	15 - 40 years
Hilton Garden Inn San Francisco Oakland Bay Bridge	—	11,903	22,757	17,725	12,242	40,143	52,385	11,210	2012	15 - 40 years
Embassy Suites Boston Waltham	—	6,268	56,024	5,358	6,402	61,248	67,650	18,782	2012	15 - 40 years
Courtyard Houston Downtown Convention Center	—	5,799	28,953	6,009	6,099	34,662	40,761	10,232	2013	15 - 40 years
Residence Inn Houston Downtown Convention Center	—	4,674	24,913	5,074	4,875	29,786	34,661	8,820	2013	15 - 40 years
SpringHill Suites Houston Downtown Convention Center	—	2,382	12,756	12,410	2,570	24,978	27,548	10,285	2013	15 - 40 years
Courtyard Waikiki Beach	—	557	79,033	14,395	803	93,182	93,985	27,026	2013	15 - 40 years
Courtyard San Francisco	—	11,277	18,198	29,082	11,291	47,266	58,557	17,434	2013	15 - 40 years
Residence Inn Atlanta Midtown Historic	—	2,812	6,044	7,858	2,982	13,732	16,714	4,670	2013	15 - 40 years
SpringHill Suites Portland Hillsboro	—	3,488	18,283	1,829	3,543	20,057	23,600	5,571	2013	15 - 40 years
Hilton Cabana Miami Beach	—	25,083	40,707	11,836	25,386	52,240	77,626	12,323	2014	15 - 40 years
Hyatt House Charlotte Center City	18,000	3,029	26,193	2,314	3,054	28,482	31,536	7,235	2014	15 - 40 years
Hyatt House Cypress Anaheim	16,000	3,995	9,164	3,984	4,354	12,789	17,143	4,660	2014	15 - 40 years
Hyatt House Emeryville San Francisco Bay Area	36,000	7,425	29,137	8,020	7,517	37,065	44,582	10,889	2014	15 - 40 years

Description	Initial Costs			Costs Capitalized Subsequent to Acquisition	Gross Amount at December 31, 2023			Accumulated Depreciation	Date Acquired	Depreciation Life
	Debt	Land & Improvements	Building & Improvements	Land, Building & Improvements	Land & Improvements	Buildings & Improvements	Total (1)			
Hyatt House San Diego Sorrento Mesa	—	10,420	21,288	4,254	10,756	25,206	35,962	6,436	2014	15 - 40 years
Hyatt House San Jose Silicon Valley	—	6,820	31,682	3,256	6,975	34,783	41,758	8,579	2014	15 - 40 years
Hyatt House San Ramon	—	5,712	11,852	2,980	5,761	14,783	20,544	4,624	2014	15 - 40 years
Hyatt House Santa Clara	34,000	8,044	27,703	3,305	8,052	31,000	39,052	8,418	2014	15 - 40 years
Hyatt Centric The Woodlands	—	5,950	16,882	2,828	5,977	19,683	25,660	4,812	2014	15 - 40 years
Hyatt Place Fremont Silicon Valley	—	6,209	13,730	1,823	6,297	15,465	21,762	4,437	2014	15 - 40 years
Hyatt Place Madison Downtown	13,000	6,701	25,478	1,596	6,709	27,066	33,775	6,651	2014	15 - 40 years
Embassy Suites Irvine Orange County	—	15,062	33,048	9,264	15,243	42,131	57,374	12,307	2014	15 - 40 years
Courtyard Portland City Center	—	8,019	53,024	1,670	8,021	54,692	62,713	13,524	2014	15 - 40 years
Hyatt Atlanta Midtown	—	3,737	41,731	1,757	3,740	43,485	47,225	10,510	2014	15 - 40 years
DoubleTree Grand Key Resort	—	48,192	27,770	9,468	48,396	37,034	85,430	10,629	2014	15 - 40 years
Hyatt Place Washington DC Downtown K Street	—	10,763	55,225	2,133	10,763	57,358	68,121	12,475	2015	15 - 40 years
Homewood Suites Seattle Lynnwood	19,000	3,933	30,949	416	4,013	31,285	35,298	6,908	2015	15 - 40 years
Residence Inn Palo Alto Los Altos	—	16,996	45,786	1,215	17,137	46,860	63,997	10,522	2015	15 - 40 years
DoubleTree Suites by Hilton Austin	—	7,072	50,827	5,086	7,402	55,583	62,985	8,568	2017	15 - 40 years
DoubleTree Suites by Hilton Orlando - Lake Buena Vista	—	896	44,508	7,605	1,010	51,999	53,009	7,980	2017	15 - 40 years
Embassy Suites Atlanta - Buckhead	—	31,279	46,015	18,464	31,544	64,214	95,758	10,963	2017	15 - 40 years
Embassy Suites Birmingham	—	10,495	33,568	1,013	10,512	34,564	45,076	5,832	2017	15 - 40 years
Embassy Suites Dallas - Love Field	25,000	6,408	34,694	2,670	6,418	37,354	43,772	6,043	2017	15 - 40 years
Embassy Suites Deerfield Beach - Resort & Spa	—	7,527	56,128	16,351	7,958	72,048	80,006	10,795	2017	15 - 40 years
Embassy Suites Fort Lauderdale 17th Street	—	30,933	54,592	5,547	31,320	59,752	91,072	10,262	2017	15 - 40 years
Embassy Suites Los Angeles - International Airport South	50,000	13,110	94,733	13,394	14,130	107,107	121,237	16,058	2017	15 - 40 years
Embassy Suites Miami - International Airport	—	14,765	18,099	8,746	15,107	26,503	41,610	4,530	2017	15 - 40 years
Embassy Suites Milpitas Silicon Valley	—	43,157	26,399	13,553	43,370	39,739	83,109	8,248	2017	15 - 40 years
Embassy Suites Minneapolis - Airport	—	7,248	41,202	17,814	9,676	56,588	66,264	12,361	2017	15 - 40 years
Embassy Suites Orlando - International Drive South/Convention Center	—	4,743	37,687	1,857	5,031	39,256	44,287	6,667	2017	15 - 40 years
Embassy Suites Phoenix - Biltmore	21,000	24,680	24,487	9,441	24,784	33,824	58,608	5,377	2017	15 - 40 years
Embassy Suites San Francisco Airport - South San Francisco	—	39,616	55,163	16,427	39,728	71,478	111,206	12,977	2017	15 - 40 years
Embassy Suites San Francisco Airport - Waterfront	—	3,698	85,270	4,644	4,331	89,281	93,612	16,092	2017	15 - 40 years

Description	Initial Costs			Costs Capitalized Subsequent to Acquisition	Gross Amount at December 31, 2023			Accumulated Depreciation	Date Acquired	Depreciation Life
	Debt	Land & Improvements	Building & Improvements	Land, Building & Improvements	Land & Improvements	Buildings & Improvements	Total (1)			
Zachari Dunes on Mandalay Beach, Curio Collection by Hilton	—	35,769	53,280	31,339	37,031	83,357	120,388	12,839	2017	15 - 40 years
DoubleTree by Hilton Houston Medical Center Hotel & Suites	—	7,776	43,475	7,060	7,995	50,316	58,311	7,308	2017	15 - 40 years
Mills House Charleston, Curio Collection by Hilton	—	9,599	68,932	12,221	10,744	80,008	90,752	12,168	2017	15 - 40 years
San Francisco Marriott Union Square	—	46,773	107,841	13,395	46,882	121,127	168,009	21,183	2017	15 - 40 years
The Knickerbocker New York	—	113,613	119,453	4,546	114,987	122,625	237,612	19,438	2017	15 - 40 years
The Pierside Santa Monica	—	27,054	45,866	15,838	27,354	61,404	88,758	8,469	2017	15 - 40 years
Wyndham Boston Beacon Hill	—	174	51,934	2,000	178	53,930	54,108	30,418	2017	6 years
Wyndham New Orleans - French Quarter	—	300	72,686	2,066	300	74,752	75,052	11,966	2017	15 - 40 years
Wyndham Philadelphia Historic District	—	8,367	51,914	1,263	8,609	52,935	61,544	8,543	2017	15 - 40 years
Wyndham Pittsburgh University Center	—	154	31,625	1,756	185	33,350	33,535	5,173	2017	15 - 40 years
Wyndham San Diego Bayside	—	989	29,440	7,234	1,370	36,293	37,663	17,274	2017	7 years
AC Hotel Boston Downtown	—	26,560	53,354	166	26,560	53,520	80,080	3,174	2021	15 - 40 years
Hampton Inn and Suites Atlanta Midtown	—	5,990	48,321	33	5,993	48,351	54,344	2,933	2021	15 - 40 years
Moxy Denver Cherry Creek	26,833	—	48,725	85	—	48,810	48,810	2,542	2021	15 - 40 years
The Bankers Alley Hotel, a Tapestry Collection by Hilton	—	19,807	36,223	366	19,829	36,567	56,396	1,366	2022	15 - 40 years
	<u>\$ 407,833</u>	<u>\$ 976,637</u>	<u>\$ 3,465,182</u>	<u>\$ 673,808</u>	<u>\$ 998,417</u>	<u>\$ 4,117,210</u>	<u>\$ 5,115,627</u>	<u>\$ 1,105,184</u>		

(1) The aggregate cost of real estate for federal income tax purposes was approximately \$5.0 billion at December 31, 2023.

The change in the total cost of the hotel properties is as follows:

	2023	2022	2021
Reconciliation of Land and Buildings and Improvements			
Balance at beginning of period	\$ 5,033,114	\$ 4,977,563	\$ 5,174,309
Add: Acquisitions	—	56,030	182,950
Add: Improvements	82,513	68,012	34,511
Less: Sale of hotel properties	—	(68,491)	(269,362)
Less: Impairment losses	—	—	(144,845)
Balance at end of period	<u>\$ 5,115,627</u>	<u>\$ 5,033,114</u>	<u>\$ 4,977,563</u>

The change in the accumulated depreciation of the real estate assets is as follows:

	2023	2022	2021
Reconciliation of Accumulated Depreciation			
Balance at beginning of period	\$ (975,029)	\$ (870,741)	\$ (827,808)
Add: Depreciation for the period	(130,155)	(125,203)	(126,759)
Less: Sale of hotel properties	—	20,915	83,826
Balance at end of period	<u>\$ (1,105,184)</u>	<u>\$ (975,029)</u>	<u>\$ (870,741)</u>

THOMAS BARDENETT
AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made this 1st day of February 2022, by RLJ Lodging Trust, a Maryland real estate investment trust (the “Company”) and RLJ Lodging Trust, L.P., a Delaware limited partnership (the “Operating Partnership”), each with its principal place of business at 3 Bethesda Metro Center, Suite 1000, Bethesda, MD 20814, and Thomas Bardenett, residing at the address on file with the Company (the “Executive”).

WHEREAS, the Company is the sole general partner of the Operating Partnership;

WHEREAS, the Executive and the Company entered into Employment Agreements dated September 25, 2017 and February 1, 2020 (the latter the “Prior Agreement”) to reflect the Executive’s executive capacities in the Company’s business and to provide for the Company’s and Operating Partnership’s employment of the Executive;

WHEREAS, the initial term of the Prior Agreement expires on February 1, 2022 and the parties desire to enter into this amended and restated Agreement (the “Agreement”) to provide for the Company’s and the Operating Partnership’s further employment of the Executive;

WHEREAS, this Agreement will be effective upon the date set forth above;

WHEREAS, the allocation of the rights and obligations between the Company and the Operating Partnership shall be determined by separate agreement of those parties; and

WHEREAS, for purposes of this Agreement, the term “Company” shall be understood to include the Operating Partnership, unless the context otherwise requires.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

1. Term of Employment

- (a) The Company hereby continues its employment of the Executive, and the Executive hereby accepts such ongoing employment with the Company, upon the terms and conditions set forth in this Agreement for the period next described (the “Employment Period”). Unless terminated earlier pursuant to Section 5, the Executive’s employment pursuant to this Agreement shall be for a term commencing on the date of this Agreement (the “Commencement Date”) and ending on the third anniversary of the Commencement Date (the “Initial Term”). If not previously terminated in accordance with this Agreement, the Employment Period shall be extended for one additional twelve (12) month period immediately following the Initial Term (such extension, the “Renewal Term”), unless the Company or the Executive provides written notice to the contrary at least sixty (60) days before the last day of the Initial Term.
- (b) If the parties have failed to extend this Agreement or enter into a new agreement on or before the end of the Initial Term or the Renewal Term, as applicable, the Executive’s employment shall terminate at the end of the applicable term and, notwithstanding anything to the contrary in Section 6(c), the Company’s only

obligation to Executive upon such termination will be to accelerate, as of the last day of the applicable term, the vesting of the unvested portion of any then-outstanding equity awards subject to time-based vesting that were granted to the Executive by the Company if the Executive remains employed by the Company through the last day of the Initial Term or the Renewal Term, as applicable, and to pay the amounts set forth in Section 6(a); provided, however, that the Company shall not provide the acceleration described in this sentence if: (i) the Agreement was not extended because the Executive provided the written notice to the contrary as described in Section 1(a); or (ii) the parties did not enter into a new agreement because either the Executive declined to enter into the then-standard form executive employment agreement offered to the Executive by the Company or the Executive notified the Company that the Executive did not wish to continue employment with the Company after the applicable term. Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, if the Executive is employed on the last day of the Initial Term or the Renewal Term, as applicable, the Board of Trustees shall determine the amount of any annual bonus to award the Executive for the fiscal year in which the end of such term occurs, based on the criteria set forth in Section 4(b) and pro-rated for the portion of the fiscal year the Executive remains employed. The Company shall pay any such bonus on the date on which the Company's other employees receive bonuses, regardless of whether the Executive is employed by the Company on that date.

2. Title; Duties

The Executive currently serves as Executive Vice President, Asset Management and will continue in that capacity. The Executive shall report to the President and Chief Executive Officer, who shall have the authority to direct, control, and supervise the activities of the Executive. The Executive shall perform such services consistent with his position as may be assigned to him from time to time by the Board of Trustees and are consistent with the bylaws of the Company and the Amended and Restated Agreement of Limited Partnership of the Operating Partnership as it may be amended from time to time, including, but not limited to, managing the affairs of the Company and Operating Partnership.

3. Extent of Services

The Executive agrees not to engage in any business activities during the Employment Period except those which are for the sole benefit of the Company and its subsidiaries, and to devote his entire business time, attention, skill and effort to the performance of his duties under this Agreement. Notwithstanding the foregoing, the Executive may, without impairing or otherwise adversely affecting the Executive's performance of his duties to the Company, (i) engage in personal investments and charitable, professional and civic activities, and (ii) with the prior approval of the Board of Trustees, serve on the boards of directors of corporations other than the Company, provided, however, that no such approval shall be necessary for the Executive's continued service on any board of directors or board of trustees on which he was serving on the date of this Agreement, all of which have been previously disclosed to the Board of Trustees in writing. The Executive shall perform his duties to the best of his ability, shall adhere to the Company's published policies and procedures, and shall use his best efforts to promote the Company's interests, reputation, business and welfare.

4. Compensation and Benefits

- (a) Salary. The Company shall continue to pay the Executive a gross base annual salary rate ("Base Salary") of Five Hundred Fifty Thousand Dollars (\$550,000).

The Base Salary shall be payable in arrears in approximately equal semi-monthly installments (except that the first and last such semi-monthly installments may be prorated if necessary) on the Company's regularly scheduled payroll dates, minus such deductions as may be required by law or reasonably requested by the Executive. The Company's Compensation Committee (the "Compensation Committee") shall review his Base Salary annually in conjunction with its regular review of employee salaries and may increase (but not decrease) the Executive's Base Salary as in effect from time to time as the Compensation Committee shall deem appropriate.

- (b) Annual Bonus. The Executive shall be entitled to earn bonuses with respect to each fiscal year (or partial fiscal year), based upon the Executive's and the Company's achievement of performance objectives set by the Company for each fiscal year of the Employment Period, with a target bonus of 100% of the Executive's Base Salary for such fiscal year (or partial fiscal year). Any such bonus earned by the Executive shall be paid annually by March 15 of the year following the end of the year for which the bonus was earned.
- (c) Option, Restricted Share, Restricted Share Unit and LTIP Unit Grants. The Executive will be eligible for grants of options to purchase the Company's common shares of beneficial interest ("common shares"), grants of Company restricted common shares, restricted common share units and long-term incentive units in the Operating Partnership subject to certain time vesting requirements and other conditions set forth in the applicable award agreement.
- (d) Other Benefits. The Executive shall be entitled to paid time off and holiday pay in accordance with the Company's policies in effect from time to time and shall be eligible to participate in such life, health, and disability insurance, pension, deferred compensation and incentive plans, options and awards, performance bonuses and other benefits as the Company extends, as a matter of policy, to its executive employees.
- (e) Reimbursement of Business Expenses. The Company shall reimburse the Executive for all reasonable travel, entertainment and other expenses incurred or paid by the Executive in connection with, or related to, the performance of his duties, responsibilities or services under this Agreement, upon presentation by the Executive of documentation, expense statements, vouchers, and/or such other supporting information as the Company may reasonably request.
- (f) Timing of Reimbursements. Any reimbursement under this Agreement that is taxable to the Executive shall be made in no event later than sixty (60) days following the calendar year in which the Executive incurred the expense.

5. Termination

- (a) Termination by the Company for Cause. The Company may terminate the Executive's employment under this Agreement at any time for Cause, upon written notice by the Company to the Executive. For purposes of this Agreement, "Cause" for termination shall mean any of the following: (i) gross negligence or willful misconduct in connection with the performance of duties; (ii) conviction of a felony; (iii) conviction of any other criminal offense involving an act of dishonesty intended to result in substantial personal enrichment of the Executive at the expense of the Company or its subsidiaries; or (iv) material breach of any

term of any employment, consulting or other services, confidentiality, intellectual property or non-competition agreements, if any, between the Executive and the Company, which, if such breach is curable, such breach is not cured within fifteen (15) calendar days following the Executive's receipt of written notice of such breach, with such detail as sufficient to apprise the Executive of the nature and extent of such breach.

- (b) Termination by the Company Without Cause or by the Executive Without Good Reason. The Company may terminate this Agreement at any time without Cause or the Executive may resign without Good Reason (defined below), upon giving the other party thirty (30) days' written notice. At the Company's sole discretion, it may substitute thirty (30) days' Base Salary (or any lesser portion for any shortened period provided) in lieu of notice. Any Base Salary paid to the Executive in lieu of notice shall not be offset against any entitlement the Executive may have to the Severance Payment pursuant to Section 6(c). For purposes of this Agreement, the non-renewal of the Employment Period at the end of the Initial Term or the Renewal Term shall not constitute termination without Cause or resignation for Good Reason.
- (c) Termination by the Executive for Good Reason. The Executive may terminate his employment under this Agreement at any time for Good Reason, upon written notice by the Executive to the Company. For purposes of this Agreement, "Good Reason" for termination shall mean, without the Executive's consent: (i) the assignment to the Executive of substantial duties or responsibilities inconsistent with the Executive's position at the Company, or any other action by the Company which results in a substantial diminution of the Executive's duties or responsibilities other than any such reduction which is remedied by the Company within thirty (30) days of receipt of written notice thereof from the Executive; (ii) a requirement that the Executive work principally from a location that is thirty (30) miles further from the Executive's residence than the Company's address first written above; (iii) a material reduction in the Executive's aggregate Base Salary and other compensation (including the target bonus amount and retirement plans, welfare plans and fringe benefits) taken as a whole, excluding any reductions caused by the failure to achieve performance targets and excluding any reductions on account of the provisions of this Agreement; or (iv) any material breach by the Company of this Agreement. Good Reason shall not exist pursuant to any subsection of this Section 5(c) unless (A) the Executive shall have delivered notice to the Board of Trustees within ninety (90) days of the initial occurrence of such event constituting Good Reason, and (B) the Board of Trustees fails to remedy the circumstances giving rise to the Executive's notice within thirty (30) days of receipt of notice. The Executive must terminate his employment under this Section 5(c) at a time agreed reasonably with the Company, but in any event within one hundred fifty (150) days from the initial occurrence of an event constituting Good Reason. For purposes of Good Reason, the Company shall be defined to include any successor to the Company which has assumed the obligations of the Company through merger, acquisition, stock purchase, asset purchase or otherwise. For purposes of this Agreement, the non-renewal of the Employment Period at the end of the Initial Term or the Renewal Term does not constitute termination without Cause or resignation for Good Reason.
- (d) Executive's Death or Disability. The Executive's employment shall terminate immediately upon his death or, upon written notice as set forth below, his

Disability. As used in this Agreement, “Disability” shall mean such physical or mental impairment as would render the Executive unable to perform each of the essential duties of the Executive’s position by reason of a medically determinable physical or mental impairment which is potentially permanent in character or which can be expected to last for a continuous period of not less than twelve (12) months. If the Employment Period is terminated by reason of the Executive’s Disability, either party shall give thirty (30) days’ advance written notice to that effect to the other.

- (d) Executive’s Retirement. The Executive’s employment shall terminate upon his Retirement. As used in this Agreement, “Retirement” shall mean the point in which the Executive has reached the age of sixty-five (65) and has decided to exit the workforce completely. If the Employment Period is terminated by reason of the Executive’s Retirement, the Executive shall give one hundred eighty (180) days’ advance notice to the effect to the Company.

6. Effect of Termination

- (a) General. Regardless of the reason for any termination of this Agreement and subject to this Section 6, the Executive (or the Executive’s estate if the Employment Period ends on account of the Executive’s death) shall be entitled to (i) payment of any unpaid portion of his Base Salary through the effective date of termination; (ii) reimbursement for any outstanding reasonable business expense he has incurred in performing his duties hereunder in accordance with Company policy; (iii) continued insurance benefits to the extent required by law; and (iv) payment of any vested but unpaid rights as may be required independent of this Agreement by the terms of any bonus or other incentive pay or equity plan, or any other employee benefit plan or program of the Company. Upon termination of this Agreement for any reason, the Executive shall resign from all boards and committees of the Company, its affiliates, and its subsidiaries.
- (b) Termination by the Company for Cause or by the Executive Without Good Reason. If the Company terminates the Executive’s employment for Cause or the Executive terminates his employment without Good Reason, the Executive shall have no rights or claims against the Company except to receive the payments and benefits described in Section 6(a).
- (c) Termination by the Company Without Cause or by the Executive with Good Reason. Except as provided in Section 1(b), if during the Employment Period the Company terminates the Executive’s employment without Cause pursuant to Section 5(b), or the Executive terminates employment with Good Reason pursuant to Section 5(c), the Executive shall be entitled to receive, in addition to the items referenced in Section 6(a), the following:
 - (i) a pro rata bonus for the year of termination but, in connection with a termination other than a termination at or after a “Change of Control” (as defined in the RLJ Lodging Trust 2021 Equity Incentive Plan), only to the extent performance goals for the calendar year of termination are achieved, payable at the same time bonuses are paid for such year but in no event later than March 15 of the fiscal year following his termination;
 - (ii) continued payment of his Base Salary, at the rate in effect on his last day of employment (but in no event in an annual amount less than as set forth

in Section 4(a)), for a period of twelve (12) months. Such amount shall be paid in approximately equal installments on the Company's regularly scheduled payroll dates, subject to all legally required payroll deductions and withholdings for sums owed by the Executive to the Company;

- (iii) continued payment by the Company for the Executive's life and health insurance coverage for twelve (12) months to the same extent that the Company paid for such coverage immediately prior to the termination of the Executive's employment and subject to the eligibility requirements and other terms and conditions of such insurance coverage. Notwithstanding the foregoing, (A) if any plan pursuant to which the Company is providing such coverage is not, or ceases prior to the expiration of the period of continuation coverage to be, exempt from the application of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") ("Section 409A") under Treasury Regulation Section 1.409A-1(a)(5), or (B) the Company is otherwise unable to continue to cover the Executive under its group health plans, then, in either case, an amount equal to the monthly plan premium payment shall thereafter be paid to the Executive as currently taxable compensation in substantially equal monthly installments over the twelve (12) month period (or the remaining portion thereof);
- (iv) payment equal to one (1) times the Executive's target annual bonus for the year of termination. The payment provided for in this paragraph (iv) shall be made in a lump sum on the first anniversary of the date of the Executive's termination of employment; and
- (v) vesting as of the last day of his employment in any unvested portion of any equity awards previously granted to the Executive by the Company (including the Special Award); provided, however, that the Company may, in connection with a termination other than a termination at or after a "Change of Control" (as defined in the RLJ Lodging Trust 2021 Equity Incentive Plan) with respect to awards the vesting of which is conditioned on the achievement of performance goals, condition accelerated vesting on the ultimate achievement of the performance goals, in which case such awards shall remain outstanding until certification of achievement of the performance goals, and such awards shall vest or be forfeited as of such certification date based on the level of achievement of the performance goals.

None of the benefits described in this Section 6(c) (the "Severance Payment") will be payable unless the Executive has signed a general release (attached hereto as Exhibit A) within forty-five (45) days of date of termination, which has (and not until it has) become irrevocable, satisfactory to the Company in the reasonable exercise of its discretion, releasing the Company, its affiliates, and its trustees, directors, officers and employees, from any and all claims or potential claims arising from or related to the Executive's employment or termination of employment. Any payment conditioned on execution of the general release that was not made because the general release was not signed and had not become irrevocable shall be made within ten (10) days after the general release becomes irrevocable, provided that as to payments and benefits which are subject to Section 409A if the end of the forty-five (45) day plus seven (7) day revocation period occurs in a year subsequent to the year in which the termination

of employment occurs, the payments will be made in the subsequent year. Any payments delayed pursuant to this Section 6(c) shall be paid to the Executive in a lump sum, and all remaining payments due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(d) Termination In the Event of Death, Disability or Retirement.

In the event of a termination of employment due to death, Disability or Retirement, the Executive shall be entitled to receive the items referenced in Section 6(a), as well as any performance bonus for that fiscal year and accelerating vesting of equity awards, each as specifically set forth below.

- (i) If the Executive's employment terminates because of his death, the unvested portion of any equity awards previously granted to the Executive by the Company shall become fully vested as of the date of his death, and the Executive's estate shall be entitled to receive a pro-rata share of any performance bonus to which he otherwise would have been entitled for the fiscal year in which his death occurs (regardless of whether performance goals for that fiscal year are achieved) payable at the same time bonuses are paid for such year but in no event later than March 15 of the fiscal year following his death.
- (ii) In the event the Executive's employment terminates due to his Disability, as of the effective date of the termination notice specified in Section 5(d), the Executive shall vest in any unvested portion of any equity awards previously granted to the Executive by the Company and the Executive shall be entitled to receive a pro-rata share of any performance bonus to which he otherwise would have been entitled for the fiscal year in which his Disability occurs (regardless of whether performance goals for that fiscal year are achieved) payable at the same time bonuses are paid for such year but in no event later than March 15 of the fiscal year following his Disability.
- (iii) In the event the Executive's employment terminates due to his Retirement, the unvested portion of any equity awards previously granted to the Executive by the Company shall be fully vested as of the date of his termination; provided, however, that the Company may, with respect to awards the vesting of which is conditioned on the achievement of performance goals, condition accelerated vesting on the ultimate achievement of the performance goals, in which case such awards shall remain outstanding until certification of achievement of the performance goals, and such awards shall vest or be forfeited as of such certification date based on the level of achievement of the performance goals. The Executive also shall be entitled to payment of a pro rata portion of any performance bonus for the fiscal year of the Executive's Retirement only to the extent performance goals for that fiscal year are achieved. The pro rata performance bonus, if any, shall be paid to the Executive at the same time bonuses are paid for such year but in no event later than March 15 of the fiscal year following his Retirement.

7. Confidentiality

- (a) Definition of Proprietary Information. The Executive acknowledges that he may be furnished or may otherwise receive or have access to confidential information which relates to the Company's past, present or future business activities, strategies, services or products, research and development; financial analysis and data; improvements, inventions, processes, techniques, designs or other technical data; profit margins and other financial information; fee arrangements; compilations for marketing or development; confidential personnel and payroll information; or other information regarding administrative, management, or financial activities of the Company, or of a third party which provided proprietary information to the Company on a confidential basis. All such information, including in any electronic form, and including any materials or documents containing such information, shall be considered by the Company and the Executive as proprietary and confidential (the "Proprietary Information").
- (b) Exclusions. Notwithstanding the foregoing, Proprietary Information shall not include information in the public domain not as a result of a breach of any duty by the Executive or any other person.
- (c) Obligations. Both during and after the Employment Period, the Executive agrees to preserve and protect the confidentiality of the Proprietary Information and all physical forms thereof, whether disclosed to him before this Agreement is signed or afterward. In addition, the Executive shall not (i) disclose or disseminate the Proprietary Information to any third party, including employees of the Company (or its affiliates) without a legitimate business need to know during the Employment Period; (ii) remove the Proprietary Information from the Company's premises without a valid business purpose; or (iii) use the Proprietary Information for his own benefit or for the benefit of any third party. Nothing herein shall prevent the Executive from (A) complying with a valid subpoena or other legal requirement for disclosure of the Proprietary Information, provided that the Executive shall use good faith efforts to notify the Company promptly and in advance of disclosure if he believes that he is under a legal requirement to disclose the Proprietary Information otherwise protected from disclosure under this subsection and if the Executive remains legally compelled to make such disclosure, the Executive may only disclose that portion of the information that the Executive is required to disclose and shall use best efforts to ensure that such information is afforded confidential treatment; (B) disclosing the terms and conditions of this Agreement to the Executive's spouse or tax, accounting, financial or legal advisors, so long as they agree verbally or in writing to be bound by the obligations of this subsection; or (C) reporting a possible violation of law to a governmental entity or law enforcement, including making a disclosure that is protected under the whistle blower protections of applicable law.
- (d) Defend Trade Secrets Act. The Executive hereby acknowledges and understands that an individual may not be held liable under any criminal or civil federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, the Executive further acknowledges and understands that an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his

attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

- (e) Return of Proprietary Information. The Executive acknowledges and agrees that all the Proprietary Information used or generated during the course of working for the Company is the property of the Company. The Executive agrees to deliver to the Company all documents and other tangibles containing the Proprietary Information immediately upon termination of his employment.

8. Noncompetition

- (a) Restriction on Competition. For the period of the Executive's employment with the Company and for twelve (12) months following the expiration or termination of the Executive's employment by the Company (the "Restricted Period"), the Executive agrees not to engage, directly or indirectly, as a manager, employee, consultant, partner, principal, agent, representative, or in any other individual or representative capacity in any material business that the Company conducts as of the date of the Executive's termination of employment, including but not limited to investments primarily in premium-branded, focused-service and compact full-service hotels, where material is defined as fifteen percent (15%) of the gross revenues of the Company based on the most recent quarterly earnings. The Executive further agrees that for the period of the Executive's employment with the Company and for the Restricted Period, the Executive will not engage, directly or indirectly, as an owner, director, trustee, member, stockholder, or in any other corporate capacity in any material business that the Company conducts as of the date of the Executive's termination of employment. Notwithstanding the foregoing, the Executive shall not be deemed to have violated this Section 8(a) solely (i) by reason of his passive ownership of one percent (1%) or less of the outstanding stock of any publicly-traded corporation or other entity, (ii) by providing legal, accounting or audit services as an employee or partner of a professional services organization or (iii) by providing services to any investment banking or other institution that do not relate to any material business that the Company conducts as of the date of the Executive's termination of employment.
- (b) Non-Solicitation of Clients. During the Restricted Period, the Executive agrees not to solicit, directly or indirectly, on his own behalf or on behalf of any other person(s), any client of the Company to whom the Company had provided services at any time during the Executive's employment with the Company in any line of business that the Company conducts as of the date of the Executive's termination of employment or that the Company is actively soliciting, for the purpose of marketing or providing any service competitive with any service then offered by the Company.
- (c) Non-Solicitation of Employees. During the Restricted Period, the Executive agrees that he will not, directly or indirectly, hire or attempt to hire or cause any business, other than an affiliate of the Company, to hire any person who is then or was at any time during the preceding six (6) months an employee of the Company and who is at the time of such hire or attempted hire, or was at the date of such employee's separation from the Company a vice president, senior vice president or executive vice president or other senior executive employee of the Company.

- (d) Acknowledgement. The Executive acknowledges that he will acquire much Proprietary Information concerning the past, present and future business of the Company as the result of his employment, as well as access to the relationships between the Company and its clients and employees. The Executive further acknowledges that the business of the Company is very competitive and that competition by him in that business during his employment, or after his employment terminates, would severely injure the Company. The Executive understands and agrees that the restrictions contained in this Section 8 are reasonable and are required for the Company's legitimate protection, and do not unduly limit his ability to earn a livelihood.
- (e) Rights and Remedies upon Breach. The Executive acknowledges and agrees that any breach by him of any of the provisions of Sections 7 and 8 (the "Restrictive Covenants") would result in irreparable injury and damage for which money damages would not provide an adequate remedy. Therefore, if the Executive breaches, or threatens to commit a breach of, any of the provisions of the Restrictive Covenants, the Company and its affiliates shall have the following rights and remedies, each of which rights and remedies shall be independent of the other and severally enforceable, and all of which rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Company and its affiliates under law or in equity (including, without limitation, the recovery of damages):
- (i) The right and remedy to have the Restrictive Covenants specifically enforced (without posting bond and without the need to prove damages) by any court of competent jurisdiction, including, without limitation, the right to an entry against the Executive of restraining orders and injunctions (preliminary, mandatory, temporary and permanent) against violations, threatened or actual, and whether or not then continuing, of such covenants; and
 - (ii) The right and remedy to require the Executive to account for and pay over to the Company and its affiliates all compensation, profits, monies, accruals, increments or other benefits (collectively, "Benefits") derived or received by him as the result of any transactions constituting a breach of the Restrictive Covenants, and the Executive shall account for and pay over such Benefits to the Company and, if applicable, its affected affiliates.
- (f) Without limiting Section 14(k), if any court or other decision-maker of competent jurisdiction determines that any of the Restrictive Covenants, or any part thereof, is unenforceable because of the duration or geographical scope of such provision, then, after such determination has become final and unappealable, the duration or scope of such provision, as the case may be, shall be reduced so that such provision becomes enforceable and, in its reduced form, such provision shall then be enforceable and shall be enforced.

9. Executive Representation

The Executive represents and warrants to the Company that he is not now under any obligation of a contractual or other nature to any person, business or other entity which is inconsistent or in conflict with this Agreement or which would prevent him from performing his obligations under this Agreement.

10. Mediation and Arbitration

- (a) Except as provided in Section 10(b) and 10(c), any disputes between the Company and the Executive in any way concerning the Executive's employment, the termination of his employment, this Agreement or its enforcement shall be subject to mediation. If the Company and the Executive cannot agree upon a mediator, each shall select one name from a list of mediators maintained by any bona fide dispute resolution provider or other private mediator; the two selected shall then choose a third person who will serve as the sole mediator. The first mediation session shall occur within forty-five (45) calendar days following the notice of a dispute. If within sixty (60) days of the first mediation session the claim is not resolved, either party may request that the dispute be settled exclusively by arbitration in the State of Maryland by a single arbitrator, selected in the same manner as the mediator, in accordance with the Employment Arbitration Rules of the American Arbitration Association in effect at the time of submission to arbitration. Judgment may be entered on the arbitrator's award in any court having jurisdiction. For purposes of entering any judgment upon an award rendered by the arbitrator, any or all of the following courts have jurisdiction: (i) the United States District Court for the District of Maryland, (ii) any of the courts of the State of Maryland, or (iii) any other court having jurisdiction. Any service of process or notice requirements in any such proceeding shall be satisfied if the rules of such court relating thereto have been substantially satisfied. The Company and the Executive waive to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to such jurisdiction and any defense of inconvenient forum. A judgment upon an award rendered by the arbitrators may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each party shall bear its or his costs and expenses arising in connection with any arbitration proceeding.
- (b) Notwithstanding the foregoing, the Company, in its sole discretion, may bring an action in any court of competent jurisdiction to seek injunctive relief and such other relief as the Company shall elect to enforce the Restrictive Covenants. If the courts of any one or more of such jurisdictions hold the Restrictive Covenants wholly unenforceable by reason of breadth of scope or otherwise it is the intention of the Company and the Executive that such determination not bar or in any way affect the Company's right, or the right of any of its affiliates, to the relief provided in Section 8(e) above in the courts of any other jurisdiction within the geographical scope of such Restrictive Covenants, as to breaches of such Restrictive Covenants in such other respective jurisdictions, such Restrictive Covenants as they relate to each jurisdiction being, for this purpose, severable, diverse and independent covenants, subject, where appropriate, to the doctrine of res judicata. The parties hereby agree to waive any right to a trial by jury for any and all disputes hereunder (whether or not relating to the Restrictive Covenants).
- (c) Notwithstanding the foregoing, the Company or the Executive may bring an action in any court of competent jurisdiction to resolve any dispute under or seek the enforcement of Section 6.

11. Section 409A.

To the extent the Executive would be subject to the additional twenty percent (20%) tax imposed on certain deferred compensation arrangements pursuant to Section 409A, as a result of

any provision of this Agreement, such provision shall be deemed amended to the minimum extent necessary to avoid application of such tax and preserve to the maximum extent possible the original intent and economic benefit to the Executive and the Company, and the parties shall promptly execute any amendment reasonably necessary to implement this Section 11.

- (a) For purposes of Section 409A, the Executive's right to receive installment payments pursuant to this Agreement including, without limitation, each severance payment and health insurance payment shall be treated as a right to receive a series of separate and distinct payments.
- (b) The Executive will be deemed to have a date of termination for purposes of determining the timing of any payments or benefits hereunder that are classified as deferred compensation only upon a "separation from service" within the meaning of Section 409A.
- (c) Notwithstanding any other provision of this Agreement to the contrary, if at the time of the Executive's separation from service, (i) the Executive is a specified employee (within the meaning of Section 409A and using the identification methodology selected by the Company from time to time), and (ii) the Company makes a good faith determination that an amount payable on account of such separation from service to the Executive constitutes deferred compensation (within the meaning of Section 409A) the payment of which is required to be delayed pursuant to the six (6) month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A (the "Delay Period"), then the Company will not pay such amount on the otherwise scheduled payment date but will instead pay it in a lump sum on the first business day after such six (6) month period (or upon the Executive's death, if earlier), together with interest for the period of delay, compounded annually, equal to the prime rate (as published in the Wall Street Journal) in effect as of the dates the payments should otherwise have been provided. To the extent that any benefits to be provided during the Delay Period are considered deferred compensation under Section 409A provided on account of a "separation from service," and such benefits are not otherwise exempt from Section 409A, the Executive shall pay the cost of such benefit during the Delay Period, and the Company shall reimburse the Executive, to the extent that such costs would otherwise have been paid by the Company or to the extent that such benefits would otherwise have been provided by the Company at no cost to the Executive, the Company's share of the cost of such benefits upon expiration of the Delay Period, and any remaining benefits shall be reimbursed or provided by the Company in accordance with the procedures specified herein.
- (c) (i) Any amount that the Executive is entitled to be reimbursed under this Agreement will be reimbursed to the Executive as promptly as practical and in any event not later than the last day of the calendar year after the calendar year in which the expenses are incurred, (ii) any right to reimbursement or in kind benefits will not be subject to liquidation or exchange for another benefit, and (iii) the amount of the expenses eligible for reimbursement during any taxable year will not affect the amount of expenses eligible for reimbursement in any other taxable year.
- (d) Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment shall be made within thirty (30) days following the date of termination"), the actual date of payment within the specified period shall be within the sole discretion of the Company.

12. Parachute Payment Limitations

Notwithstanding any other provision of this Agreement or of any other agreement, contract, or understanding heretofore or hereafter entered into by the Executive and the Company or its affiliates, except an agreement, contract, or understanding hereafter entered into that expressly modifies or excludes application of this Section 12 (the "Other Agreements"), and notwithstanding any formal or informal plan or other arrangement heretofore or hereafter adopted by the Company or any of its affiliates for the direct or indirect compensation of the Executive (including groups or classes of participants or beneficiaries of which the Executive is a member), whether or not such compensation is deferred, is in cash, or is in the form of a benefit to or for the Executive (a "Benefit Arrangement"), if the Executive is a "disqualified individual," as defined in Section 280G(c) of the Code, any right to receive any payment or other benefit under this Agreement shall not become exercisable or vested (i) to the extent that such right to exercise, vesting, payment, or benefit, taking into account all other rights, payments, or benefits to or for the Executive under the Agreement, all Other Agreements, and all Benefit Arrangements, would cause any payment or benefit to the Executive under this Agreement to be considered a "parachute payment" within the meaning of Section 280G(b)(2) of the Code as then in effect (a "Parachute Payment") and (ii) if, as a result of receiving a Parachute Payment, the aggregate after-tax amounts received by the Executive from the Company or any of its affiliates under this Agreement, all Other Agreements, and all Benefit Arrangements would be less than the maximum after-tax amount that could be received by the Executive without causing any such payment or benefit to be considered a Parachute Payment. In the event that the receipt of any such right to exercise, vesting, payment, or benefit under this Agreement, in conjunction with all other rights, payments, or benefits to or for the Executive under the Agreement, any Other Agreement or any Benefit Arrangement would cause the Executive to be considered to have received a Parachute Payment under this Agreement that would have the effect of decreasing the after-tax amount received by the Executive as described in clause (ii) of the preceding sentence, then the Executive shall have the right, in the Executive's sole discretion, to designate those rights, payments, or benefits under this Agreement, any Other Agreements, and any Benefit Arrangements that should be reduced or eliminated so as to avoid having the payment or benefit to the Executive under this Agreement be deemed to be a Parachute Payment; provided, however, that, to the extent any payment or benefit constitutes deferred compensation under Section 409A, in order to comply with Section 409A, the reduction or elimination will be performed in the following order: (A) reduction of cash payments; (B) reduction of COBRA benefits; (C) cancellation of acceleration of vesting on any equity awards for which the exercise price exceeds the then fair market value of the underlying equity; and (D) cancellation of acceleration of vesting of equity awards not covered under (C) above; provided, however that in the event that acceleration of vesting of equity awards is to be cancelled, such acceleration of vesting shall be cancelled in the reverse order of the date of grant of such equity awards, that is, later granted equity awards shall be canceled before earlier granted equity awards.

13. Clawback Policies

The Executive is subject to any recoupment or clawback policies that the Company may implement or maintain at any time regarding incentive-based compensation, which is granted or awarded to the Executive on or after the date of this Agreement. Such policies may include the right to recover incentive-based compensation (including stock options awarded as compensation) awarded or received during the three-year period preceding the date on which the Company is required to prepare an accounting restatement due to material noncompliance with any financial reporting requirement under federal securities laws. The Executive agrees to amend any awards and agreements entered into on or after the date of this Agreement as the Company may request to reasonably implement to policies.

14. Miscellaneous

- (a) Payment of Financial Obligations. The payment or provision to the Executive by the Company of any remuneration, benefits or other financial obligations pursuant to this Agreement and any indemnification obligations, shall be allocated between the Company and the Operating Partnership by the Compensation Committee based on any reasonable method.
- (b) Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective (i) upon personal delivery, (ii) upon deposit with the United States Postal Service, by registered or certified mail, postage prepaid, or (iii) in the case of facsimile transmission or delivery by nationally recognized overnight delivery service, when received, addressed as follows:
- (c) If to the Company, to:
- RLJ Lodging Trust
3 Bethesda Metro Center
Suite 1000
Bethesda, MD 20814
Attention: Anita Cooke Wells, Senior Vice President, Administration
- (i) If to the Executive, to:
- Thomas Bardenett
Address on file with the Company
- or to such other address or addresses as either party shall designate to the other in writing from time to time by like notice.
- (d) Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns and pronouns shall include the plural, and vice versa.
- (e) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement, including without limitation the Prior Agreement.
- (f) Amendment. This Agreement may be amended or modified only by a written instrument executed by the Company and the Executive.
- (g) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland, without regard to its conflicts of laws principles.
- (h) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including any entity with which or into which the Company may be merged or which may succeed to its assets or business or any entity to which the Company may assign its rights and obligations under this Agreement; provided, however, that the

obligations of the Executive are personal and shall not be assigned or delegated by him.

- (i) Waiver. No delays or omission by the Company or the Executive in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent by the Company shall not be effective unless consented to by the Operating Partnership and vice versa. A waiver or consent given by the Company or the Executive on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.
- (j) Captions. The captions appearing in this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.
- (k) Severability. In case any provision of this Agreement shall be held by a court or arbitrator with jurisdiction over the parties to this Agreement to be invalid, illegal or otherwise unenforceable, such provision shall be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- (l) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

RLJ LODGING TRUST

By: /s/ Leslie D. Hale
Name: Leslie D. Hale
Title: President & Chief Executive Officer

RLJ LODGING TRUST, L.P.

By: RLJ Lodging Trust, its
general partner

By: /s/ Leslie D. Hale
Name: Leslie D. Hale
Title: President & Chief Executive Officer

EXECUTIVE

/s/ Thomas Bardenett
Thomas Bardenett

Exhibit A

WAIVER AND RELEASE AGREEMENT

THIS WAIVER AND RELEASE AGREEMENT (this “**Release**”) is entered into as of _____ (the “**Effective Date**”), by Thomas Bardenett (“**Executive**”) in consideration of severance pay (the “**Severance Payment**”) provided to Executive by RLJ Lodging Trust, a Maryland real estate investment trust (the “**Company**”) and RLJ Lodging Trust, L.P. (together with the Company, the “**Company Group**”), pursuant to the Employment Agreement by and among the Company Group and Executive (the “**Employment Agreement**”).

1. **Waiver and Release.** Subject to the last sentence of the first paragraph of this Section 1, Executive, on his own behalf and on behalf of his heirs, executors, administrators, attorneys and assigns, hereby unconditionally and irrevocably releases, waives and forever discharges the Company Group and each of their affiliates, parents, successors, predecessors, and the subsidiaries, directors, trustees, owners, members, shareholders, officers, agents, and employees of the Company Group and their affiliates, parents, successors, predecessors, and subsidiaries (collectively, all of the foregoing are referred to as the “**Employer**”), from any and all causes of action, claims and damages, including attorneys’ fees, whether known or unknown, foreseen or unforeseen, presently asserted or otherwise arising through the date of his signing of this Release, concerning his employment or separation from employment. Subject to the last sentence of the first paragraph of this Section 1, this Release includes, but is not limited to, any payments, benefits or damages arising under any federal law (including, but not limited to, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Employee Retirement Income Security Act of 1974, the Americans with Disabilities Act, Executive Order 11246, the Family and Medical Leave Act, and the Worker Adjustment and Retraining Notification Act, each as amended, and all other employment discrimination laws whatsoever as may be created or amended from time to time); any claim arising under any state or local laws, ordinances or regulations (including, but not limited to, any state or local laws, ordinances or regulations requiring that advance notice be given of certain workforce reductions); and any claim arising under any common law principle or public policy, including, but not limited to, all suits in tort or contract, such as wrongful termination, defamation, emotional distress, invasion of privacy or loss of consortium. Notwithstanding any other provision of this Release to the contrary, this Release does not encompass, and Executive does not release, waive or discharge, the obligations of the Company Group (a) to make the payments and provide the other benefits contemplated by the Employment Agreement, or (b) under any restricted stock agreement, option agreement or other agreement pertaining to Executive’s equity ownership, or (c) under any indemnification or similar agreement with Executive or indemnification under the Articles of Incorporation, Amended and Restated Agreement of Limited Partnership, Bylaws or other governing instruments of the Company Group.

Executive understands that by signing this Release, he is not waiving any claims or administrative charges which cannot be waived by law. Nothing in this Release shall be construed to prohibit Executive from commencing or otherwise assisting in any investigation or proceeding conducted by the Equal Employment Opportunity Commission or any other federal, state or local government agency; provided, however, Executive waives any right to monetary recovery or individual relief in connection with any such proceeding or should one be pursued on his behalf arising out of or related to his employment with and/or separation from employment with the Company Group. For the avoidance of doubt, nothing herein prevents Executive from pursuing a whistleblower claim under applicable law.

Executive further agrees without any reservation whatsoever, never to sue the Employer or become a party to a lawsuit on the basis of any and all claims of any type lawfully and validly released in this Release.

2. **Acknowledgments.** Executive is signing this Release knowingly and voluntarily. He acknowledges that:

- (a) He is hereby advised in writing to consult an attorney before signing this Release;
- (b) He has relied solely on his own judgment and/or that of his attorney regarding the consideration for and the terms of this Release and is signing this Release knowingly and voluntarily of his own free will;
- (c) He is not entitled to the Severance Payment unless he agrees to and honors the terms of this Release;
- (d) He has been given at least twenty-one (21) calendar days to consider this Release, or he expressly waives his right to have at least twenty-one (21) days to consider this Release;
- (e) He may revoke this Release within seven (7) calendar days after signing it by submitting a written notice of revocation to the Employer. He further understands that this Release is not effective or enforceable until after the seven (7) day period of revocation has expired without revocation, and that if he revokes this Release within the seven (7) day revocation period, he will not receive the Severance Payment;
- (f) He has read and understands the Release and further understands that, subject to the limitations contained herein, it includes a general release of any and all known and unknown, foreseen or unforeseen claims presently asserted or otherwise arising through the date of his signing of this Release that he may have against the Employer; and
- (g) No statements made or conduct by the Employer has in any way coerced or unduly influenced him to execute this Release.

3. **No Admission of Liability.** This Release does not constitute an admission of liability or wrongdoing on the part of the Employer, the Employer does not admit there has been any wrongdoing whatsoever against Executive, and the Employer expressly denies that any wrongdoing has occurred.

4. **Entire Agreement.** There are no other agreements of any nature between the Employer and Executive with respect to the matters discussed in this Release, except as expressly stated herein, and in signing this Release, Executive is not relying on any agreements or representations, except those expressly contained in this Release.

5. **Execution.** It is not necessary that the Employer sign this Release following Executive's full and complete execution of it for it to become fully effective and enforceable.

6. **Severability.** If any provision of this Release is found, held or deemed by a court of competent jurisdiction to be void, unlawful or unenforceable under any applicable statute or controlling law, the remainder of this Release shall continue in full force and effect.

7. **Governing Law.** This Release shall be governed by the laws of the State of Maryland, excluding the choice of law rules thereof.

8. **Headings.** Section and subsection headings contained in this Release are inserted for the convenience of reference only. Section and subsection headings shall not be deemed to be a part of this Release for any purpose, and they shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

IN WITNESS WHEREOF, the undersigned has duly executed this Release as of the day and year first herein above written.

EXECUTIVE:

THOMAS BARDENETT

**CHAD PERRY
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (the “Agreement”) is made this 27th of April, 2023 by RLJ Lodging Trust, a Maryland real estate investment trust (the “Company”) and RLJ Lodging Trust, L.P., (the “Operating Partnership”) a Delaware limited partnership, each with its principal place of business at 3 Bethesda Metro Center, Suite 1000, Bethesda, MD 20814, and Chad Perry, residing at the address on file with the Company (the “Executive”).

WHEREAS, the Company is the sole general partner of the Operating Partnership; and

WHEREAS, the Executive and the Company desire to enter into the Agreement to reflect the Executive’s executive capacities in the Company’s business and provide for the Company’s and Operating Partnership’s employment of the Executive;

WHEREAS, the Agreement will be effective upon the date set forth above;

WHEREAS, the allocation of the rights and obligations between the Company and the Operating Partnership shall be determined by separate agreement of those parties; and

WHEREAS, for purposes of this Agreement, the term “Company” shall be understood to include the Operating Partnership, unless the context otherwise requires.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

1. Term of Employment

(a) The Company hereby employs the Executive, and the Executive hereby accepts such employment with the Company, upon the terms and conditions set forth in this Agreement for the period next described (the “Employment Period”). Unless terminated earlier pursuant to Section 5, the Executive’s employment pursuant to this Agreement shall be for a term commencing on the date of this Agreement (the “Commencement Date”) and ending on the third anniversary of the Commencement Date (the “Initial Term”). If not previously terminated in accordance with this Agreement, the Employment Period shall be extended for an additional twelve (12) month period immediately following the Initial Term (such extension, the “Renewal Term”), unless the Company or the Executive provides written notice to the contrary at least one hundred eighty (180) days’ before the last day of the Initial Term.

(b) If the parties have failed to extend this Agreement or enter into a new agreement on or before the end of the Initial Term or the Renewal Term, as applicable, the Executive’s employment shall terminate at the end of the applicable term and, notwithstanding anything to the contrary in Section 6(c), the Company’s only obligation to Executive upon such termination will be to accelerate the vesting of any then-outstanding equity awards subject to time-based vesting granted prior to the end of the applicable term and to pay the amounts set forth in Section 6(a); provided however, that the Company shall not provide the acceleration described in this

sentence if: (i) the Agreement was not extended because the Executive provided the written notice to the contrary described in Section 1(a) or (ii) the parties did not enter into a new agreement because either the Executive declined to enter into the then standard form executive employment agreement offered to the Executive by the Company or the Executive notified the Company that the Executive did not wish to continue employment with the Company after the applicable term. Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, if Executive is employed on the last day of the Initial Term or the Renewal Term, as applicable, the Board shall determine the amount of any annual bonus to award Executive for the fiscal year in which the end of such term occurs, based on the criteria set forth in Section 4(b) and pro-rated for the portion of the fiscal year Executive remains employed. The Company shall pay any such bonus on the date on which the Company's other employees receive bonuses, regardless of whether Executive is employed by the Company on that date.

2. Title; Duties

The Executive was appointed General Counsel and Executive Vice President as of April 26, 2023, and shall continue his employment in that capacity. The Executive shall report to the President and Chief Executive Officer, who shall have the authority to direct, control and supervise the activities of the Executive. The Executive shall perform such services consistent with his position as may be assigned to him from time to time by the Board of Trustees and are consistent with the bylaws of the Company and the Amended and Restated Agreement of Limited Partnership of the Operating Partnership as it may be further amended from time to time, including, but not limited to, managing the affairs of the Company and Operating Partnership.

3. Extent of Services

The Executive agrees not to engage in any business activities during the Employment Period except those which are for the sole benefit of the Company and its subsidiaries, and to devote his entire business time, attention, skill and effort to the performance of his duties under this Agreement. Notwithstanding the foregoing, the Executive may, without impairing or otherwise adversely affecting the Executive's performance of his duties to the Company, (i) engage in personal investments and charitable, professional and civic activities, and (ii) with the prior approval of the Board of Trustees, serve on the boards of directors of corporations other than the Company, provided, however, that no such approval shall be necessary for the Executive's continued service on any board of directors or board of trustees on which he was serving on the date of this Agreement, all of which have been previously disclosed to the Board of Trustees in writing. The Executive shall perform his duties to the best of his ability, shall adhere to the Company's published policies and procedures, and shall use his best efforts to promote the Company's interests, reputation, business and welfare.

4. Compensation and Benefits

- (a) **Salary.** The Company shall pay the Executive a gross base annual salary rate ("Base Salary") of Four Hundred Sixty-Five Dollars (\$465,000.00). The Base Salary shall be payable in arrears in approximately equal semi-monthly installments (except that the first and last such semi-monthly installments may be prorated if necessary) on the Company's regularly scheduled payroll dates, minus such deductions as may be required by law or reasonably requested by the Executive. The Company's Compensation Committee (the "Compensation Committee") shall review his Base Salary annually in conjunction with its regular

review of employee salaries and may increase (but not decrease) Executive's Base Salary as in effect from time to time as the Compensation Committee shall deem appropriate.

- (b) Annual Bonus. The Executive shall be entitled to earn bonuses with respect to each fiscal year (or partial fiscal year), based upon Executive's and the Company's achievement of performance objectives set by the Company for each fiscal year of the Employment Period, with a target bonus of 100% of Executive's Base Salary for such fiscal year (or partial fiscal year). Any such bonus earned by the Executive shall be paid annually by March 15 of the year following the end of the year for which the bonus was earned.
- (c) Special Restricted Share Award. Upon or as soon as administratively practicable following the Commencement Date, the Executive shall receive a special award of 130,000 restricted common shares ("Special Award"). Provided the Executive remains continuously employed by the Company from the Commencement Date through the second anniversary of the Commencement Date, the Special Award will vest as follows: fifty percent (50%) on the first anniversary date of the grant date of the Special Award and fifty percent (50%) on the second anniversary date of the grant date of the Special Award. Except as set forth in Section 6(c) or Section 6(d) below, the unvested portion of the Special Award shall be forfeited as of the date the Executive terminates employment with the Company for Cause or without Good Reason.
- (d) Option, Restricted Share, Restricted Share Unit and LTIP Unit Grants. The Executive will be eligible for grants of options to purchase the Company's common shares of beneficial interest ("common shares"), grants of Company restricted common shares, restricted common share units and long-term incentive units in the Operating Partnership subject to certain time vesting requirements and other conditions set forth in the applicable award agreement.
- (e) Other Benefits. The Executive shall be entitled to paid time off and holiday pay in accordance with the Company's policies in effect from time to time and shall be eligible to participate in such life, health, and disability insurance, pension, deferred compensation and incentive plans, options and awards, performance bonuses and other benefits as the Company extends, as a matter of policy, to its executive employees.
- (f) Reimbursement of Business Expenses. The Company shall reimburse the Executive for all reasonable travel, entertainment and other expenses incurred or paid by the Executive in connection with, or related to, the performance of his duties, responsibilities or services under this Agreement, upon presentation by the Executive of documentation, expense statements, vouchers, and/or such other supporting information as the Company may reasonably request.
- (g) Timing of Reimbursements. Any reimbursement under this Agreement that is taxable to the Executive shall be made in no event later than sixty (60) days following the calendar year in which the Executive incurred the expense.

5. Termination

- (a) Termination by the Company for Cause. The Company may terminate the Executive's employment under this Agreement at any time for Cause, upon written notice by the Company to the Executive. For purposes of this Agreement, "Cause" for termination shall mean any of the following: (i) gross negligence or willful misconduct in connection with the performance of duties; (ii) conviction of a felony; (iii) conviction of any other criminal offense involving an act of dishonesty intended to result in substantial personal enrichment of the Executive at the expense of the Company or its subsidiaries; or (iv) material breach of any term of any employment, consulting or other services, confidentiality, intellectual property or non-competition agreements, if any, between the Executive and the Company, which, if such breach is curable, such breach is not cured within fifteen (15) calendar days following the Executive's receipt of written notice of such breach, with such detail as sufficient to apprise Executive of the nature and extent of such breach.
- (b) Termination by the Company Without Cause or by the Executive Without Good Reason. The Company may terminate this Agreement at any time without Cause or the Executive may resign without Good Reason (as defined below), upon giving the other party thirty (30) days' written notice. At the Company's sole discretion, it may substitute thirty (30) days' Base Salary (or any lesser portion for any shortened period provided) in lieu of notice. Any Base Salary paid to the Executive in lieu of notice shall not be offset against any entitlement the Executive may have to the Severance Payment pursuant to Section 6(c). For purposes of this Agreement, the non-renewal of the Employment Period at the end of the Initial Term or the Renewal Term does not constitute termination without Cause or resignation for Good Reason.
- (c) Termination by Executive for Good Reason. The Executive may terminate his employment under this Agreement at any time for Good Reason, upon written notice by the Executive to the Company. For purposes of this Agreement, "Good Reason" for termination shall mean, without the Executive's consent: (i) the assignment to the Executive of substantial duties or responsibilities inconsistent with the Executive's position at the Company, or any other action by the Company which results in a substantial diminution of the Executive's duties or responsibilities other than any such reduction which is remedied by the Company within thirty (30) days of receipt of written notice thereof from the Executive; (ii) a requirement that the Executive work principally from a location that is thirty (30) miles further from the Executive's residence than the Company's address first written above; (iii) a material reduction in the Executive's aggregate Base Salary and other compensation (including the target bonus amount and retirement plans, welfare plans and fringe benefits) taken as a whole, excluding any reductions caused by the failure to achieve performance targets and excluding any reductions on account of the provisions of this Agreement; or (iv) any material breach by the Company of this Agreement. Good Reason shall not exist pursuant to any subsection of this Section 5(c) unless (A) the Executive shall have delivered notice to the Board of Trustees within ninety (90) days of the initial occurrence of such event constituting Good Reason, and (B) the Board fails to remedy the circumstances giving rise to the Executive's notice within thirty (30)

days of receipt of notice. The Executive must terminate his employment under this Section 5(c) at a time agreed reasonably with the Company, but in any event within one hundred fifty (150) days from the initial occurrence of an event constituting Good Reason. For purposes of Good Reason, the Company shall be defined to include any successor to the Company which has assumed the obligations of the Company through merger, acquisition, stock purchase, asset purchase or otherwise. For purposes of this Agreement, the non-renewal of the Employment Period at the end of the Initial Term or the Renewal Term does not constitute termination without Cause or resignation for Good Reason.

- (d) Executive's Death or Disability. The Executive's employment shall terminate immediately upon his death or, upon written notice as set forth below, his Disability. As used in this Agreement, "Disability" shall mean such physical or mental impairment as would render the Executive unable to perform each of the essential duties of the Executive's position by reason of a medically determinable physical or mental impairment which is potentially permanent in character or which can be expected to last for a continuous period of not less than twelve (12) months. If the Employment Period is terminated by reason of the Executive's Disability, either party shall give thirty (30) days' advance written notice to that effect to the other.
- (d) Executive's Retirement. The Executive's employment shall terminate upon his Retirement. As used in this Agreement, "Retirement" shall mean the point in which the Executive has reached the age of sixty-five (65) and has decided to exit the workforce completely. If the Employment Period is terminated by reason of the Executive's Retirement, the Executive shall give one hundred eighty (180) days' advance notice to the effect to the Company.

6. Effect of Termination

- (a) General. Regardless of the reason for any termination of this Agreement and subject to this Section 6, the Executive (or the Executive's estate if the Employment Period ends on account of the Executive's death) shall be entitled to (i) payment of any unpaid portion of his Base Salary through the effective date of termination; (ii) reimbursement for any outstanding reasonable business expense he has incurred in performing his duties hereunder in accordance with Company policy; (iii) continued insurance benefits to the extent required by law; and (iv) payment of any vested but unpaid rights as may be required independent of this Agreement by the terms of any bonus or other incentive pay or equity plan, or any other employee benefit plan or program of the Company. Upon termination of this Agreement for any reason, the Executive shall resign from all boards and committees of the Company, its affiliates and its subsidiaries.
- (b) Termination by the Company for Cause or by Executive Without Good Reason. If the Company terminates the Executive's employment for Cause or the Executive terminates his employment without Good Reason, the Executive shall have no rights or claims against the Company except to receive the payments and benefits described in Section 6(a).

- (c) Termination by the Company Without Cause or by the Executive with Good Reason. Except as provided in Section 1(b), if during the Employment Period the Company terminates the Executive's employment without Cause pursuant to Section 5(b), or the Executive terminates employment with Good Reason pursuant to Section 5(c), the Executive shall be entitled to receive, in addition to the items referenced in Section 6(a), the following:
- (i) a pro rata bonus for the year of termination but, in connection with a termination other than a termination at or after a "Change of Control" (as defined in the RLJ Lodging Trust 2021 Equity Incentive Plan), only to the extent performance goals for the calendar year of termination are achieved, payable at the same time bonuses are paid for such year but in no event later than March 15 of the fiscal year following his termination;
 - (ii) continued payment of his Base Salary, at the rate in effect on his last day of employment (but in no event in an annual amount less than as set forth in Section 4(a)), for a period of twelve (12) months. Such amount shall be paid in approximately equal installments on the Company's regularly scheduled payroll dates, subject to all legally required payroll deductions and withholdings for sums owed by the Executive to the Company;
 - (iii) continued payment by the Company for the Executive's life and health insurance coverage for twelve (12) months to the same extent that the Company paid for such coverage immediately prior to the termination of the Executive's employment and subject to the eligibility requirements and other terms and conditions of such insurance coverage. Notwithstanding the foregoing, (A) if any plan pursuant to which the Company is providing such coverage is not, or ceases prior to the expiration of the period of continuation coverage to be, exempt from the application of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") ("Section 409A") under Treasury Regulation Section 1.409A-1(a)(5), or (B) the Company is otherwise unable to continue to cover the Executive under its group health plans, then, in either case, an amount equal to the monthly plan premium payment shall thereafter be paid to the Executive as currently taxable compensation in substantially equal monthly installments over the twelve (12) month period (or the remaining portion thereof);
 - (iv) payment equal to one (1) times the Executive's target annual bonus for the year of termination. The payment provided for in this paragraph (iv) shall be made in a lump sum on the first anniversary of the date of the Executive's termination of employment; and
 - (v) vesting as of the last day of his employment in any unvested portion of any equity awards previously granted to the Executive by the Company including the Special Award (other than any award that references and proclaims to supersede this Agreement and as to which the provisions of such award shall control); provided, however, that the Company may, in connection with a termination other than a termination at or after a "Change of Control" (as defined in the RLJ Lodging Trust 2021 Equity

Incentive Plan) with respect to awards the vesting of which is conditioned on the achievement of performance goals, condition accelerated vesting on the ultimate achievement of the performance goals, in which case such awards shall remain outstanding until certification of achievement of the performance goals, and such awards shall vest or be forfeited as of such certification date based on the level of achievement of the performance goals.

None of the benefits described in this Section 6(c) (the "Severance Payment") will be payable unless the Executive has signed a general release (attached hereto as Exhibit A), within forty-five (45) days of date of termination, which has (and not until it has) become irrevocable, satisfactory to the Company in the reasonable exercise of its discretion, releasing the Company, its affiliates, and its trustees, directors, officers and employees, from any and all claims or potential claims arising from or related to the Executive's employment or termination of employment. Any payment conditioned on execution of the general release that was not made because the general release was not signed and had not become irrevocable shall be made within ten (10) days after the general release becomes irrevocable, provided that as to payments and benefits which are subject to Section 409A if the end of the forty-five (45) day plus seven (7) day revocation period occurs in a year subsequent to the year in which the termination of employment occurs, the payments will be made in the subsequent year. Any payments delayed pursuant to this Section 6(c) shall be paid to the Executive in a lump sum, and all remaining payments due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(d) Termination In the Event of Death, Disability or Retirement.

In the event of a termination of employment due to death, Disability or Retirement, the Executive shall be entitled to receive the items referenced in Section 6(a), as well as any performance bonus for that fiscal year and accelerating vesting of equity awards, each as specifically set forth below.

- (i) If the Executive's employment terminates because of his death, the unvested portion of any equity awards previously granted to the Executive by the Company, including the Special Award, (other than any award that references and proclaims to supersede this Agreement and as to which the provisions of such award shall control) shall become fully vested as of the date of his death, and the Executive's estate shall be entitled to receive a pro-rata share of any performance bonus to which he otherwise would have been entitled for the fiscal year in which his death occurs (regardless of whether performance goals for that fiscal year are achieved) payable at the same time bonuses are paid for such year but in no event later than March 15 of the fiscal year following his death.
- (ii) In the event the Executive's employment terminates due to his Disability, as of the effective date of the termination notice specified in Section 5(d), the Executive shall vest in any unvested portion of any equity awards previously granted to the Executive by the Company, including the Special Award, (other than any award that references and proclaims to

supersede this Agreement and as to which the provisions of such award shall control) and the Executive shall be entitled to receive a pro-rata share of any performance bonus to which he otherwise would have been entitled for the fiscal year in which his Disability occurs (regardless of whether performance goals for that fiscal year are achieved) payable at the same time bonuses are paid for such year but in no event later than March 15 of the fiscal year following his Disability.

- (iii) In the event the Executive's employment terminates due to his Retirement, the unvested portion of any equity awards previously granted to the Executive by the Company shall be fully vested as of the date of his termination (other than any award that references and proclaims to supersede this Agreement and as to which the provisions of such award shall control); provided, however, that the Company may, with respect to awards the vesting of which is conditioned on the achievement of performance goals, condition accelerated vesting on the ultimate achievement of the performance goals, in which case such awards shall remain outstanding until certification of achievement of the performance goals, and such awards shall vest or be forfeited as of such certification date based on the level of achievement of the performance goals. The Executive also shall be entitled to payment of a pro rata portion of any performance bonus for the fiscal year of Executive's Retirement only to the extent performance goals for that fiscal year are achieved. The pro rata performance bonus, if any, shall be paid to the Executive at the same time bonuses are paid for such year but in no event later than March 15 of the fiscal year following his Retirement.

7. Confidentiality

- (a) Definition of Proprietary Information. The Executive acknowledges that he may be furnished or may otherwise receive or have access to confidential information which relates to the Company's past, present or future business activities, strategies, services or products, research and development; financial analysis and data; improvements, inventions, processes, techniques, designs or other technical data; profit margins and other financial information; fee arrangements; compilations for marketing or development; confidential personnel and payroll information; or other information regarding administrative, management, or financial activities of the Company, or of a third party which provided proprietary information to the Company on a confidential basis. All such information, including in any electronic form, and including any materials or documents containing such information, shall be considered by the Company and the Executive as proprietary and confidential (the "Proprietary Information").
- (b) Exclusions. Notwithstanding the foregoing, Proprietary Information shall not include information in the public domain not as a result of a breach of any duty by the Executive or any other person.
- (c) Obligations. The Executive shall maintain the confidentiality of the Proprietary Information and shall not (i) disclose or disseminate the Proprietary Information to any third party, including employees of the Company (or its affiliates) without

a legitimate business need to know during the Employment Period; (ii) remove the Proprietary Information from the Company's premises without a valid business purpose; or (iii) use the Proprietary Information for his own benefit or for the benefit of any third party. Nothing herein shall prevent the Executive from (A) complying with a valid subpoena or other legal requirement for disclosure of the Proprietary Information, provided that the Executive shall use good faith efforts to notify the Company promptly and in advance of disclosure if he believes that he is under a legal requirement to disclose the Proprietary Information otherwise protected from disclosure under this subsection and if the Executive remains legally compelled to make such disclosure, the Executive may only disclose that portion of the information that the Executive is required to disclose and shall use best efforts to ensure that such information is afforded confidential treatment; (B) disclosing the terms and conditions of this Agreement to the Executive's spouse or tax, accounting, financial or legal advisors, so long as they agree verbally or in writing to be bound by the obligations of this subsection; or (C) reporting a possible violation of law to a governmental entity or law enforcement, including making a disclosure that is protected under the whistle blower protections of applicable law.

- (d) Defend Trade Secrets Act. The Executive hereby acknowledges and understands that an individual may not be held liable under any criminal or civil federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, the Executive further acknowledges and understands that an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.
- (e) Return of Proprietary Information. The Executive acknowledges and agrees that all the Proprietary Information used or generated during the course of working for the Company is the property of the Company. The Executive agrees to deliver to the Company all documents and other tangibles containing the Proprietary Information immediately upon termination of his employment.

8. Noncompetition

- (a) Restriction on Competition. For the period of the Executive's employment with the Company and for twelve (12) months following the expiration or termination of the Executive's employment by the Company (the "Restricted Period"), the Executive agrees not to engage, directly or indirectly, as a manager, employee, consultant, partner, principal, agent, representative, or in any other individual or representative capacity in any material business that the Company conducts as of the date of the Executive's termination of employment, including but not limited to investments primarily in premium-branded, focused-service and compact full-service hotels, where material is defined as fifteen percent (15%) of the gross revenues of the Company based on the most recent quarterly earnings. Executive

further agrees that for the period of the Executive's employment with the Company and for the Restricted Period, the Executive will not engage, directly or indirectly, as an owner, director, trustee, member, stockholder, or in any other corporate capacity in any material business that the Company conducts as of the date of the Executive's termination of employment. Notwithstanding the foregoing, the Executive shall not be deemed to have violated this Section 8(a) solely (i) by reason of his passive ownership of 1% or less of the outstanding stock of any publicly traded corporation or other entity, (ii) by providing legal, accounting or audit services as an employee or partner of a professional services organization or (iii) by providing services to any investment banking or other institution that do not relate to any material business that the Company conducts as of the date of the Executive's termination of employment.

- (b) Non-Solicitation of Clients. During the Restricted Period, the Executive agrees not to solicit, directly or indirectly, on his own behalf or on behalf of any other person(s), any client of the Company to whom the Company had provided services at any time during the Executive's employment with the Company in any line of business that the Company conducts as of the date of the Executive's termination of employment or that the Company is actively soliciting, for the purpose of marketing or providing any service competitive with any service then offered by the Company.
- (c) Non-Solicitation of Employees. During the Restricted Period, the Executive agrees that he will not, directly or indirectly, hire or attempt to hire or cause any business, other than an affiliate of the Company, to hire any person who is then or was at any time during the preceding six (6) months an employee of the Company and who is at the time of such hire or attempted hire, or was at the date of such employee's separation from the Company a vice president, senior vice president or executive vice president or other senior executive employee of the Company.
- (d) Acknowledgement. The Executive acknowledges that he will acquire much Proprietary Information concerning the past, present and future business of the Company as the result of his employment, as well as access to the relationships between the Company and its clients and employees. The Executive further acknowledges that the business of the Company is very competitive and that competition by him in that business during his employment, or after his employment terminates, would severely injure the Company. The Executive understands and agrees that the restrictions contained in this Section 8 are reasonable and are required for the Company's legitimate protection, and do not unduly limit his ability to earn a livelihood.
- (e) Rights and Remedies upon Breach. The Executive acknowledges and agrees that any breach by him of any of the provisions of Sections 7 and 8 (the "Restrictive Covenants") would result in irreparable injury and damage for which money damages would not provide an adequate remedy. Therefore, if the Executive breaches, or threatens to commit a breach of, any of the provisions of the Restrictive Covenants, the Company and its affiliates shall have the following rights and remedies, each of which rights and remedies shall be independent of the other and severally enforceable, and all of which rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the

Company and its affiliates under law or in equity (including, without limitation, the recovery of damages):

- (i) The right and remedy to have the Restrictive Covenants specifically enforced (without posting bond and without the need to prove damages) by any court of competent jurisdiction, including, without limitation, the right to an entry against the Executive of restraining orders and injunctions (preliminary, mandatory, temporary and permanent) against violations, threatened or actual, and whether or not then continuing, of such covenants; and
 - (ii) The right and remedy to require the Executive to account for and pay over to the Company and its affiliates all compensation, profits, monies, accruals, increments or other benefits (collectively, "Benefits") derived or received by him as the result of any transactions constituting a breach of the Restrictive Covenants, and the Executive shall account for and pay over such Benefits to the Company and, if applicable, its affected affiliates.
- (f) Without limiting Section 14(k), if any court or other decision-maker of competent jurisdiction determines that any of the Restrictive Covenants, or any part thereof, is unenforceable because of the duration or geographical scope of such provision, then, after such determination has become final and unappealable, the duration or scope of such provision, as the case may be, shall be reduced so that such provision becomes enforceable and, in its reduced form, such provision shall then be enforceable and shall be enforced.

9. Executive Representation

The Executive represents and warrants to the Company that he is not now under any obligation of a contractual or other nature to any person, business or other entity which is inconsistent or in conflict with this Agreement or which would prevent him from performing his obligations under this Agreement.

10. Mediation and Arbitration

- (a) Except as provided in Section 10(b) and 10(c), any disputes between the Company and the Executive in any way concerning the Executive's employment, the termination of his employment, this Agreement or its enforcement shall be subject to mediation. If the Company and the Executive cannot agree upon a mediator, each shall select one name from a list of mediators maintained by any bona fide dispute resolution provider or other private mediator; the two selected shall then choose a third person who will serve as the sole mediator. The first mediation session shall occur within forty-five (45) calendar days following the notice of a dispute. If within sixty (60) days of the first mediation session the claim is not resolved, either party may request that the dispute be settled exclusively by arbitration in the State of Maryland by a single arbitrator, selected in the same manner as the mediator, in accordance with the Employment Arbitration Rules of the American Arbitration Association in effect at the time of submission to arbitration. Judgment may be entered on the arbitrator's award in

any court having jurisdiction. For purposes of entering any judgment upon an award rendered by the arbitrator, any or all of the following courts have jurisdiction: (i) the United States District Court for the District of Maryland, (ii) any of the courts of the State of Maryland, or (iii) any other court having jurisdiction. Any service of process or notice requirements in any such proceeding shall be satisfied if the rules of such court relating thereto have been substantially satisfied. The Company and the Executive waive to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to such jurisdiction and any defense of inconvenient forum. A judgment upon an award rendered by the arbitrators may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each party shall bear its or his costs and expenses arising in connection with any arbitration proceeding.

- (b) Notwithstanding the foregoing, the Company, in its sole discretion, may bring an action in any court of competent jurisdiction to seek injunctive relief and such other relief as the Company shall elect to enforce the Restrictive Covenants. If the courts of any one or more of such jurisdictions hold the Restrictive Covenants wholly unenforceable by reason of breadth of scope or otherwise it is the intention of the Company and the Executive that such determination not bar or in any way affect the Company's right, or the right of any of its affiliates, to the relief provided in Section 8(e) above in the courts of any other jurisdiction within the geographical scope of such Restrictive Covenants, as to breaches of such Restrictive Covenants in such other respective jurisdictions, such Restrictive Covenants as they relate to each jurisdiction being, for this purpose, severable, diverse and independent covenants, subject, where appropriate, to the doctrine of res judicata. The parties hereby agree to waive any right to a trial by jury for any and all disputes hereunder (whether or not relating to the Restrictive Covenants).
- (c) Notwithstanding the foregoing, the Company or the Executive may bring an action in any court of competent jurisdiction to resolve any dispute under or seek the enforcement of Section 6.

11. Section 409A.

To the extent the Executive would be subject to the additional twenty percent (20%) tax imposed on certain deferred compensation arrangements pursuant to Section 409A, as a result of any provision of this Agreement, such provision shall be deemed amended to the minimum extent necessary to avoid application of such tax and preserve to the maximum extent possible the original intent and economic benefit to the Executive and the Company, and the parties shall promptly execute any amendment reasonably necessary to implement this Section 11.

- (a) For purposes of Section 409A, the Executive's right to receive installment payments pursuant to this Agreement including, without limitation, each severance payment and health insurance payment shall be treated as a right to receive a series of separate and distinct payments.
- (b) The Executive will be deemed to have a date of termination for purposes of determining the timing of any payments or benefits hereunder that are classified

as deferred compensation only upon a “separation from service” within the meaning of Section 409A.

- (c) Notwithstanding any other provision of this Agreement to the contrary, if at the time of the Executive’s separation from service, (i) the Executive is a specified employee (within the meaning of Section 409A and using the identification methodology selected by the Company from time to time), and (ii) the Company makes a good faith determination that an amount payable on account of such separation from service to the Executive constitutes deferred compensation (within the meaning of Section 409A) the payment of which is required to be delayed pursuant to the six (6) month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A (the “Delay Period”), then the Company will not pay such amount on the otherwise scheduled payment date but will instead pay it in a lump sum on the first business day after such six (6) month period (or upon the Executive’s death, if earlier), together with interest for the period of delay, compounded annually, equal to the prime rate (as published in the Wall Street Journal) in effect as of the dates the payments should otherwise have been provided. To the extent that any benefits to be provided during the Delay Period are considered deferred compensation under Section 409A provided on account of a “separation from service,” and such benefits are not otherwise exempt from Section 409A, the Executive shall pay the cost of such benefit during the Delay Period, and the Company shall reimburse the Executive, to the extent that such costs would otherwise have been paid by the Company or to the extent that such benefits would otherwise have been provided by the Company at no cost to the Executive, the Company’s share of the cost of such benefits upon expiration of the Delay Period, and any remaining benefits shall be reimbursed or provided by the Company in accordance with the procedures specified herein.
- (c) (A) Any amount that the Executive is entitled to be reimbursed under this Agreement will be reimbursed to the Executive as promptly as practical and in any event not later than the last day of the calendar year after the calendar year in which the expenses are incurred, (B) any right to reimbursement or in kind benefits will not be subject to liquidation or exchange for another benefit, and (C) the amount of the expenses eligible for reimbursement during any taxable year will not affect the amount of expenses eligible for reimbursement in any other taxable year.
- (d) Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., “payment shall be made within thirty (30) days following the date of termination”), the actual date of payment within the specified period shall be within the sole discretion of the Company.

12. Parachute Payment Limitations

Notwithstanding any other provision of this Agreement or of any other agreement, contract, or understanding heretofore or hereafter entered into by the Executive and the Company or its affiliates, except an agreement, contract, or understanding hereafter entered into that expressly modifies or excludes application of this Section 12 (the “Other Agreements”), and notwithstanding any formal or informal plan or other arrangement heretofore or hereafter

adopted by the Company or any of its affiliates for the direct or indirect compensation of the Executive (including groups or classes of participants or beneficiaries of which the Executive is a member), whether or not such compensation is deferred, is in cash, or is in the form of a benefit to or for the Executive (a “Benefit Arrangement”), if the Executive is a “disqualified individual,” as defined in Section 280G(c) of the Code, any right to receive any payment or other benefit under this Agreement shall not become exercisable or vested (i) to the extent that such right to exercise, vesting, payment, or benefit, taking into account all other rights, payments, or benefits to or for Executive under the Agreement, all Other Agreements, and all Benefit Arrangements, would cause any payment or benefit to the Executive under this Agreement to be considered a “parachute payment” within the meaning of Section 280G(b)(2) of the Code as then in effect (a “Parachute Payment”) and (ii) if, as a result of receiving a Parachute Payment, the aggregate after-tax amounts received by the Executive from the Company or any of its affiliates under this Agreement, all Other Agreements, and all Benefit Arrangements would be less than the maximum after-tax amount that could be received by Executive without causing any such payment or benefit to be considered a Parachute Payment. In the event that the receipt of any such right to exercise, vesting, payment, or benefit under this Agreement, in conjunction with all other rights, payments, or benefits to or for the Executive under the Agreement, any Other Agreement or any Benefit Arrangement would cause the Executive to be considered to have received a Parachute Payment under this Agreement that would have the effect of decreasing the after-tax amount received by the Executive as described in clause (ii) of the preceding sentence, then the Executive shall have the right, in the Executive’s sole discretion, to designate those rights, payments, or benefits under this Agreement, any Other Agreements, and any Benefit Arrangements that should be reduced or eliminated so as to avoid having the payment or benefit to the Executive under this Agreement be deemed to be a Parachute Payment; provided, however, that, to the extent any payment or benefit constitutes deferred compensation under Section 409A, in order to comply with Section 409A, the reduction or elimination will be performed in the following order: (A) reduction of cash payments; (B) reduction of COBRA benefits; (C) cancellation of acceleration of vesting on any equity awards for which the exercise price exceeds the then fair market value of the underlying equity; and (D) cancellation of acceleration of vesting of equity awards not covered under (C) above; provided, however that in the event that acceleration of vesting of equity awards is to be cancelled, such acceleration of vesting shall be cancelled in the reverse order of the date of grant of such equity awards, that is, later granted equity awards shall be canceled before earlier granted equity awards.

13. Clawback Policies

The Executive is subject to any recoupment or clawback policies that the Company may implement or maintain at any time regarding incentive-based compensation, which is granted or awarded to Executive on or after the date of this Agreement. Such policies may include the right to recover incentive-based compensation (including stock options awarded as compensation) awarded or received during the three-year period preceding the date on which the Company is required to prepare an accounting restatement due to material noncompliance with any financial reporting requirement under federal securities laws. The Executive agrees to amend any awards and agreements entered into on or after the date of this Agreement as the Company may request to reasonably implement to policies.

14. Miscellaneous

- (a) Payment of Financial Obligations. The payment or provision to the Executive by the Company of any remuneration, benefits or other financial obligations

pursuant to this Agreement and any indemnification obligations, shall be allocated between the Company and the Operating Partnership by the Compensation Committee based on any reasonable method.

(b) Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective (i) upon personal delivery, (ii) upon deposit with the United States Postal Service, by registered or certified mail, postage prepaid, or (iii) in the case of facsimile transmission or delivery by nationally recognized overnight delivery service, when received, addressed as follows:

(c) If to the Company, to:

RLJ Lodging Trust
3 Metro Center
Suite 1100
Bethesda, MD 20814
Attention: Leslie Hale, President and Chief Executive Officer

(i) If to the Executive, to:

Chad Perry
Address on file with the Company

or to such other address or addresses as either party shall designate to the other in writing from time to time by like notice.

(d) Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns and pronouns shall include the plural, and vice versa.

(e) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

(f) Amendment. This Agreement may be amended or modified only by a written instrument executed by the Company and the Executive.

(g) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland, without regard to its conflicts of laws principles.

(h) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including any entity with which or into which the Company may be merged or which may succeed to its assets or business or any entity to which the Company may assign its rights and obligations under this Agreement; provided, however, that the obligations of the Executive are personal and shall not be assigned or delegated by him.

- (i) Waiver. No delays or omission by the Company or the Executive in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent by the Company shall not be effective unless consented to by the Operating Partnership and vice versa. A waiver or consent given by the Company or the Executive on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.
- (j) Captions. The captions appearing in this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.
- (k) Severability. In case any provision of this Agreement shall be held by a court or arbitrator with jurisdiction over the parties to this Agreement to be invalid, illegal or otherwise unenforceable, such provision shall be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- (l) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

RLJ LODGING TRUST

By: /s/ Leslie D. Hale
Name: Leslie D. Hale
Title: President & Chief Executive Officer

RLJ LODGING TRUST, L.P.

By: RLJ Lodging Trust, its
general partner

By: /s/ Leslie D. Hale
Name: Leslie D. Hale
Title: President & Chief Executive Officer

EXECUTIVE

/s/ Chad Perry.
Chad Perry

Exhibit A

WAIVER AND RELEASE AGREEMENT

THIS WAIVER AND RELEASE AGREEMENT (this “**Release**”) is entered into as of [] (the “**Effective Date**”), by Chad Perry (“**Executive**”) in consideration of severance pay (the “**Severance Payment**”) provided to Executive by RLJ Lodging Trust, a Maryland real estate investment trust (the “**Company**”) and RLJ Lodging Trust, L.P. (together with the Company, the “**Company Group**”), pursuant to the Employment Agreement by and among the Company Group and Executive (the “**Employment Agreement**”).

Waiver and Release. Subject to the last sentence of the first paragraph of this Section 1, Executive, on his own behalf and on behalf of his heirs, executors, administrators, attorneys and assigns, hereby unconditionally and irrevocably releases, waives and forever discharges the Company Group and each of their affiliates, parents, successors, predecessors, and the subsidiaries, directors, trustees, owners, members, shareholders, officers, agents, and employees of the Company Group and their affiliates, parents, successors, predecessors, and subsidiaries (collectively, all of the foregoing are referred to as the “**Employer**”), from any and all causes of action, claims and damages, including attorneys’ fees, whether known or unknown, foreseen or unforeseen, presently asserted or otherwise arising through the date of his signing of this Release, concerning his employment or separation from employment. Subject to the last sentence of the first paragraph of this Section 1, this Release includes, but is not limited to, any payments, benefits or damages arising under any federal law (including, but not limited to, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Employee Retirement Income Security Act of 1974, the Americans with Disabilities Act, Executive Order 11246, the Family and Medical Leave Act, and the Worker Adjustment and Retraining Notification Act, each as amended, and all other employment discrimination laws whatsoever as may be created or amended from time to time); any claim arising under any state or local laws, ordinances or regulations (including, but not limited to, any state or local laws, ordinances or regulations requiring that advance notice be given of certain workforce reductions); and any claim arising under any common law principle or public policy, including, but not limited to, all suits in tort or contract, such as wrongful termination, defamation, emotional distress, invasion of privacy or loss of consortium. Notwithstanding any other provision of this Release to the contrary, this Release does not encompass, and Executive does not release, waive or discharge, the obligations of the Company Group (a) to make the payments and provide the other benefits contemplated by the Employment Agreement, or (b) under any restricted stock agreement, option agreement or other agreement pertaining to Executive’s equity ownership, or (c) under any indemnification or similar agreement with Executive or indemnification under the Articles of Incorporation, Amended and Restated Agreement of Limited Partnership, Bylaws or other governing instruments of the Company Group.

Executive understands that by signing this Release, he is not waiving any claims or administrative charges which cannot be waived by law. Nothing in this Release shall be construed to prohibit Executive from commencing or otherwise assisting in any investigation or proceeding conducted by the Equal Employment Opportunity Commission or any other federal, state or local government agency; provided, however, Executive waives any right to monetary recovery or individual relief in connection with any such proceeding or should one be pursued on his behalf arising out of or related to his employment with and/or separation from

employment with the Company Group. For the avoidance of doubt, nothing herein prevents Executive from pursuing a whistleblower claim under applicable law.

Executive further agrees without any reservation whatsoever, never to sue the Employer or become a party to a lawsuit on the basis of any and all claims of any type lawfully and validly released in this Release.

2. **Acknowledgments.** Executive is signing this Release knowingly and voluntarily. He acknowledges that:
- (a) He is hereby advised in writing to consult an attorney before signing this Release;
 - (b) He has relied solely on his own judgment and/or that of his attorney regarding the consideration for and the terms of this Release and is signing this Release knowingly and voluntarily of his own free will;
 - (c) He is not entitled to the Severance Payment unless he agrees to and honors the terms of this Release;
 - (d) He has been given at least twenty-one (21) calendar days to consider this Release, or he expressly waives his right to have at least twenty-one (21) days to consider this Release;
 - (e) He may revoke this Release within seven (7) calendar days after signing it by submitting a written notice of revocation to the Employer. He further understands that this Release is not effective or enforceable until after the seven (7) day period of revocation has expired without revocation, and that if he revokes this Release within the seven (7) day revocation period, he will not receive the Severance Payment;
 - (f) He has read and understands the Release and further understands that, subject to the limitations contained herein, it includes a general release of any and all known and unknown, foreseen or unforeseen claims presently asserted or otherwise arising through the date of his signing of this Release that he may have against the Employer; and
 - (g) No statements made or conduct by the Employer has in any way coerced or unduly influenced him to execute this Release.

3. **No Admission of Liability.** This Release does not constitute an admission of liability or wrongdoing on the part of the Employer, the Employer does not admit there has been any wrongdoing whatsoever against the Executive, and the Employer expressly denies that any wrongdoing has occurred.

4. **Entire Agreement.** There are no other agreements of any nature between the Employer and Executive with respect to the matters discussed in this Release, except as expressly stated herein, and in signing this Release, Executive is not relying on any agreements or representations, except those expressly contained in this Release.

5. **Execution.** It is not necessary that the Employer sign this Release following Executive's full and complete execution of it for it to become fully effective and enforceable.

6. **Severability.** If any provision of this Release is found, held or deemed by a court of competent jurisdiction to be void, unlawful or unenforceable under any applicable statute or controlling law, the remainder of this Release shall continue in full force and effect.

7. **Governing Law.** This Release shall be governed by the laws of the State of Maryland, excluding the choice of law rules thereof.

8. **Headings.** Section and subsection headings contained in this Release are inserted for the convenience of reference only. Section and subsection headings shall not be deemed to be a part of this Release for any purpose, and they shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first herein above written.

EXECUTIVE:

Chad Perry

List of Subsidiaries of RLJ Lodging Trust
As of December 31, 2023

RLJ LODGING TRUST, L.P.
RLJ LODGING TRUST LIMITED PARTNER, LLC
RLJ LODGING ACQUISITIONS, LLC
RLJ LODGING TRUST MASTER TRS, INC.
RLJ LODGING II REIT SUB, LLC
RLJ REAL ESTATE III REIT SUB, LLC
RLJ ART NASHVILLE LESSEE, LLC
RLJ ART NASHVILLE, LLC
RLJ C CHARLESTON HD LESSEE, LLC
RLJ C CHARLESTON HD, LLC
RLJ C HOUSTON HUMBLE GENERAL PARTNER, LLC
RLJ C HOUSTON HUMBLE LESSEE GENERAL PARTNER, LLC
RLJ C HOUSTON HUMBLE LESSEE, LP
RLJ C HOUSTON HUMBLE, LP
RLJ C NY UPPER EASTSIDE LESSEE, LLC
RLJ C NY UPPER EASTSIDE, LLC
RLJ C PORTLAND DT LESSEE, LLC
RLJ C PORTLAND DT, LLC
RLJ C SAN FRANCISCO GENERAL PARTNER, LLC
RLJ C SAN FRANCISCO LESSEE GENERAL PARTNER, LLC
RLJ C SAN FRANCISCO LESSEE, LP
RLJ C SAN FRANCISCO, LP
RLJ C WAIKIKI LESSEE, LLC
RLJ C WAIKIKI, LLC
RLJ CABANA MIAMI BEACH LESSEE, LLC
RLJ CABANA MIAMI BEACH, LLC
RLJ DBT KEY WEST CONDOS, LLC
RLJ DBT KEY WEST LESSEE, LLC
RLJ DBT KEY WEST, LLC
RLJ EM IRVINE GENERAL PARTNER, LLC
RLJ EM IRVINE LESSEE GENERAL PARTNER, LLC
RLJ EM IRVINE LESSEE, LP
RLJ EM IRVINE, LP
RLJ EM WALTHAM LESSEE, LLC
RLJ EM WALTHAM, LLC
RLJ HA ATLANTA MIDTOWN LESSEE, LLC
RLJ HA ATLANTA MIDTOWN, LLC
RLJ HGN EMERYVILLE GENERAL PARTNER, LLC
RLJ HGN EMERYVILLE LESSEE GENERAL PARTNER, LLC
RLJ HGN EMERYVILLE LESSEE, LP
RLJ HGN EMERYVILLE, LP
RLJ HP FREMONT GENERAL PARTNER, LLC
RLJ HP FREMONT LESSEE GENERAL PARTNER, LLC
RLJ HP FREMONT LESSEE, LP
RLJ HP FREMONT, LP

RLJ HP MADISON DT LESSEE, LLC
RLJ HP MADISON DT, LLC
RLJ HP WASHINGTON DC LESSEE, LLC
RLJ HP WASHINGTON DC, LLC
RLJ HS SEATTLE LYNNWOOD LESSEE, LLC
RLJ HS SEATTLE LYNNWOOD, LLC
RLJ HY ATLANTA MIDTOWN, LLC
RLJ HY ATLANTA MIDTOWN LESSEE, LLC
RLJ HyH CHARLOTTE LESSEE, LLC
RLJ HyH CHARLOTTE, LLC
RLJ HyH CYPRESS GENERAL PARTNER, LLC
RLJ HyH CYPRESS LESSEE GENERAL PARTNER, LLC
RLJ HyH CYPRESS LESSEE, LP
RLJ HyH CYPRESS, LP
RLJ HyH EMERYVILLE GENERAL PARTNER, LLC
RLJ HyH EMERYVILLE LESSEE GENERAL PARTNER, LLC
RLJ HyH EMERYVILLE LESSEE, LP
RLJ HyH EMERYVILLE, LP
RLJ HyH SAN DIEGO GENERAL PARTNER, LLC
RLJ HyH SAN DIEGO LESSEE GENERAL PARTNER, LLC
RLJ HyH SAN DIEGO LESSEE, LP
RLJ HyH SAN DIEGO, LP
RLJ HyH SAN JOSE GENERAL PARTNER, LLC
RLJ HyH SAN JOSE LESSEE GENERAL PARTNER, LLC
RLJ HyH SAN JOSE LESSEE, LP
RLJ HyH SAN JOSE, LP
RLJ HyH SAN RAMON LESSEE GENERAL PARTNER, LLC
RLJ HyH SAN RAMON GENERAL PARTNER, LLC
RLJ HyH SAN RAMON LESSEE, LP
RLJ HyH SAN RAMON, LP
RLJ HyH SANTA CLARA GENERAL PARTNER, LLC
RLJ HyH SANTA CLARA LESSEE GENERAL PARTNER, LLC
RLJ HyH SANTA CLARA LESSEE, LP
RLJ HyH SANTA CLARA, LP
RLJ HyH WOODLANDS GENERAL PARTNER, LLC
RLJ HyH WOODLANDS LESSEE GENERAL PARTNER, LLC
RLJ HyH WOODLANDS LESSEE, LP
RLJ HyH WOODLANDS, LP
RLJ II - C AUSTIN DT LESSEE GENERAL PARTNER, LLC
RLJ II - C AUSTIN DT LESSEE, LP
RLJ II - C CHICAGO MAG MILE LESSEE, LLC
RLJ II - C CHICAGO MAG MILE, LLC
RLJ II - C HOUSTON GALLERIA GENERAL PARTNER, LLC
RLJ II - C HOUSTON GALLERIA, L.P.
RLJ II - C HOUSTON GALLERIA LESSEE GENERAL PARTNER, LLC
RLJ II - C HOUSTON GALLERIA LESSEE, L.P.
RLJ II - C INDY CAPITOL LESSEE, LLC

RLJ II - C MIDWAY LESSEE, LLC
RLJ II - C MIDWAY, LLC
RLJ II - CR AUSTIN DT GENERAL PARTNER, LLC
RLJ II - CR AUSTIN DT, LP
RLJ II - EM DOWNEY GENERAL PARTNER, LLC
RLJ II - EM DOWNEY LESSEE GENERAL PARTNER, LLC
RLJ II - EM DOWNEY LESSEE, LP
RLJ II - EM DOWNEY, LP
RLJ II - F CHERRY CREEK LESSEE, LLC
RLJ II - F CHERRY CREEK, LLC
RLJ II - F KEY WEST LESSEE, LLC
RLJ II - F KEY WEST, LLC
RLJ II - F MIDWAY LESSEE, LLC
RLJ II - F MIDWAY, LLC
RLJ II - HA GARDEN CITY LESSEE, LLC
RLJ II - HA GARDEN CITY, LLC
RLJ II - HA MIDWAY LESSEE, LLC
RLJ II - HA MIDWAY, LLC
RLJ II - HG MIDWAY LESSEE, LLC
RLJ II - HG MIDWAY, LLC
RLJ II - HOLX MIDWAY LESSEE, LLC
RLJ II - HOLX MIDWAY, LLC
RLJ II - INDY CAPITOL HOTELS, LLC
RLJ II - MH DENVER S LESSEE, LLC
RLJ II - MH DENVER S, LLC
RLJ II - MH LOUISVILLE DT LESSEE, LLC
RLJ II - MH LOUISVILLE DT, LLC
RLJ II - MH MIDWAY LESSEE, LLC
RLJ II - MH MIDWAY, LLC
RLJ II - MIDWAY PARKING, LLC
RLJ II - MIDWAY RESTAURANT LESSEE, LLC
RLJ II - MIDWAY RESTAURANT, LLC
RLJ II - R AUSTIN DT LESSEE GENERAL PARTNER, LLC
RLJ II - R AUSTIN DT LESSEE, LP
RLJ II - R HOUSTON GALLERIA GENERAL PARTNER, LLC
RLJ II - R HOUSTON GALLERIA LESSEE GENERAL PARTNER, LLC
RLJ II - R HOUSTON GALLERIA LESSEE, LP
RLJ II - R HOUSTON GALLERIA, LP
RLJ II - R INDY CANAL LESSEE, LLC
RLJ II - R LOUISVILLE DT KY LESSEE, LLC
RLJ II - R LOUISVILLE DT KY, LLC
RLJ II - R MERRILLVILLE LESSEE, LLC
RLJ II - R MERRILLVILLE, LLC
RLJ II - RH BOULDER LESSEE, LLC
RLJ II - RH BOULDER, LLC
RLJ II - RH PLANTATION LESSEE, LLC
RLJ II - RH PLANTATION, LLC

RLJ II - SLE MIDWAY LESSEE, LLC
RLJ II - SLE MIDWAY, LLC
RLJ II JUNIOR MEZZANINE BORROWER, LLC
RLJ II JUNIOR MEZZANINE LESSEE, LLC
RLJ II SENIOR MEZZANINE BORROWER, LLC
RLJ II SENIOR MEZZANINE LESSEE, LLC
RLJ III - C BUCKHEAD, INC
RLJ III - C BUCKHEAD LESSEE, LLC
RLJ III - C BUCKHEAD PARENT, LLC
RLJ III - EM FORT MYERS, LLC
RLJ III - EM FORT MYERS LESSEE, LLC
RLJ III - EM TAMPA DT, LLC
RLJ III - EM TAMPA DT LESSEE, LLC
RLJ III - EM WEST PALM BEACH, INC.
RLJ III - EM WEST PALM BEACH LESSEE, LLC
RLJ III - EM WEST PALM BEACH PARENT, LLC
RLJ III - F WASHINGTON DC, LLC
RLJ III - F WASHINGTON DC LESSEE, LLC
RLJ III - HG NEW ORLEANS CONVENTION CENTER LESSEE, LLC
RLJ III - HG NEW ORLEANS CONVENTION CENTER, LLC
RLJ III - HGN HOLLYWOOD GENERAL PARTNER, LLC
RLJ III - HGN HOLLYWOOD LESSEE GENERAL PARTNER, LLC
RLJ III - HGN HOLLYWOOD LESSEE, LP
RLJ III - HGN HOLLYWOOD, LP
RLJ III - HGN PITTSBURGH GENERAL PARTNER, LLC
RLJ III - HGN PITTSBURGH LESSEE GENERAL PARTNER, LLC
RLJ III - HGN PITTSBURGH LESSEE, LP
RLJ III - HGN PITTSBURGH, LP
RLJ III - HS WASHINGTON DC, LLC
RLJ III - HS WASHINGTON DC LESSEE, LLC
RLJ III - R NATIONAL HARBOR LESSEE, LLC
RLJ III - R NATIONAL HARBOR, LLC
RLJ III - RH PITTSBURGH GENERAL PARTNER, LLC
RLJ III - RH PITTSBURGH LESSEE GENERAL PARTNER, LLC
RLJ III - RH PITTSBURGH LESSEE, LP
RLJ III - RH PITTSBURGH, LP
RLJ III - ST. CHARLES AVE HOTEL LESSEE, LLC
RLJ III - ST. CHARLES AVE HOTEL, LLC
RLJ MACH BOSTON LESSEE, LLC
RLJ MACH BOSTON, LLC
RLJ MX CHERRY CREEK LESSEE, LLC
RLJ MX CHERRY CREEK, LLC
RLJ R ATLANTA MIDTOWN LESSEE, LLC
RLJ R ATLANTA MIDTOWN, LLC
RLJ R BETHESDA LESSEE, LLC
RLJ R BETHESDA, LLC
RLJ R HOUSTON HUMBLE GENERAL PARTNER, LLC

RLJ R HOUSTON HUMBLE LESSEE GENERAL PARTNER, LLC
RLJ R HOUSTON HUMBLE LESSEE, LP
RLJ R HOUSTON HUMBLE, LP
RLJ R LOS ALTOS GENERAL PARTNER, LLC
RLJ R LOS ALTOS LESSEE GENERAL PARTNER, LLC
RLJ R LOS ALTOS LESSEE, LP
RLJ R LOS ALTOS, LP
RLJ S HILLSBORO LESSEE, LLC
RLJ S HILLSBORO, LLC
RLJ S HOUSTON HUMBLE GENERAL PARTNER, LLC
RLJ S HOUSTON HUMBLE LESSEE GENERAL PARTNER, LLC
RLJ S HOUSTON HUMBLE LESSEE, LP
RLJ S HOUSTON HUMBLE, LP
RANGERS SUB I, LLC
RANGERS GENERAL PARTNER, LLC
RLJ LODGING FUND II ACQUISITIONS, LLC
RLJ REAL ESTATE FUND III ACQUISITIONS, LLC
BHR OPERATIONS, L.L.C.
BIRMINGHAM ES HOTEL, L.L.C.
BIRMINGHAM ES LEASING, L.L.C.
BIRMINGHAM HOTEL HOLDCO, L.L.C.
BIRMINGHAM LEASING HOLDCO, L.L.C.
CHARLESTON MILLS HOUSE HOTEL HOLDCO, L.L.C.
CHARLESTON MILLS HOUSE HOTEL, L.L.C.
CHARLESTON MILLS HOUSE LESSEE, L.L.C.
DEERFIELD BEACH ES HOTEL, L.L.C.
DEERFIELD BEACH ES LEASING, L.L.C.
DEERFIELD BEACH HOTEL HOLDCO, L.L.C.
DEERFIELD BEACH LEASING HOLDCO, L.L.C.
DJONT OPERATIONS, L.L.C.
DJONT/CMB BUCKHEAD LEASING, L.L.C.
DJONT/CMB ORSOUTH LEASING, L.L.C.
DJONT/CMB SSF LEASING, L.L.C.
DJONT/JPM HOSPITALITY LEASING (SPE), L.L.C.
DJONT/JPM HOSPITALITY LEASING HOLDCO (SPE), L.L.C.
DJONT/JPM LEASING, L.L.C.
DJONT/JPM PHOENIX LEASING, L.L.C.
FCH HH KNICKERBOCKER LEASING, L.L.C.
FCH HH KNICKERBOCKER OWNER, L.P.
FELCOR AUSTIN DOWNTOWN HOTEL, L.L.C.
FELCOR AUSTIN DOWNTOWN LESSEE, L.L.C.
FELCOR CHAT-LEM, L.L.C.
FELCOR DALLAS LOVE FIELD OWNER, L.L.C.
FELCOR FQ HOTEL, L.L.C.
FELCOR FQ LESSEE, L.L.C.
FELCOR HOLDINGS TRUST
FELCOR HOTEL ASSET COMPANY, L.L.C.

FELCOR HOTEL OPERATING COMPANY, L.L.C.
FELCOR LAX LESSEE, L.L.C.
FELCOR LODGING LIMITED PARTNERSHIP
FELCOR MILPITAS OWNER, L.L.C.
FELCOR PENNSYLVANIA COMPANY, L.L.C.
FELCOR SANTA MONICA LESSEE, L.L.C.
FELCOR SANTA MONICA OWNER, L.L.C.
FELCOR TRS BORROWER 4, L.L.C.
FELCOR TRS HOLDINGS, L.L.C.
FELCOR UNION SQUARE HOTEL, L.L.C.
FELCOR UNION SQUARE LESSEE, L.L.C.
FELCOR/CMB BUCKHEAD HOTEL, L.L.C.
FELCOR/CMB ORSOUTH HOLDINGS, L.P.
FELCOR/CMB ORSOUTH HOTEL, L.L.C.
FELCOR/CMB SSF HOLDINGS, L.P.
FELCOR/CMB SSF HOTEL, L.L.C.
FELCOR/CSS (SPE), L.L.C.
FELCOR/CSS HOLDINGS, L.P.
FELCOR/CSS HOTELS, L.L.C.
FELCOR/IOWA-NEW ORLEANS CHAT-LEM HOTEL, L.L.C.
FELCOR/JPM HOSPITALITY (SPE), L.L.C.
FELCOR/JPM HOSPITALITY HOLDCO (SPE), L.L.C.
FELCOR/JPM HOTELS, L.L.C.
FELCOR/JPM PHOENIX HOTEL, L.L.C.
FELCOR/LAX HOTELS, L.L.C.
FT. LAUDERDALE ES HOTEL, L.L.C.
FT. LAUDERDALE ES LEASING, L.L.C.
FT. LAUDERDALE HOTEL HOLDCO, L.L.C.
FT. LAUDERDALE LEASING HOLDCO, L.L.C.
HI CHAT-LEM/IOWA-NEW ORLEANS VENTURE
KNICKERBOCKER HOLDING PARTNERSHIP, L.P.
KNICKERBOCKER HOTEL OWNER GP, L.L.C.
KNICKERBOCKER HOTEL OWNER, L.L.C.
KNICKERBOCKER LEASING HOLDCO GP, L.L.C.
KNICKERBOCKER LEASING HOLDCO, L.L.C.
KNICKERBOCKER MASTER LESSEE, L.P.
KNICKERBOCKER TRS, L.L.C.
LOVEFIELD BEVERAGE CORPORATION
MIAMI AP HOTEL HOLDCO, L.L.C.
MIAMI AP HOTEL, L.L.C.
MINNEAPOLIS ES HOTEL, L.L.C.
MINNEAPOLIS ES LEASING, L.L.C.
MINNEAPOLIS HOTEL HOLDCO, L.L.C.
MINNEAPOLIS LEASING HOLDCO, L.L.C.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (No. 333-259067 and No. 333-259068) and Form S-8 (No. 333-203947 and No. 333-255753) of RLJ Lodging Trust of our report dated February 27, 2024 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP
Washington, D.C.
February 27, 2024

Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Leslie D. Hale, certify that:

1. I have reviewed this Annual Report on Form 10-K of RLJ Lodging Trust;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures, and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of trustees (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

RLJ LODGING TRUST

Dated: February 27, 2024

/s/ LESLIE D. HALE

Leslie D. Hale

President and Chief Executive Officer

Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Sean M. Mahoney, certify that:

1. I have reviewed this Annual Report on Form 10-K of RLJ Lodging Trust;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures, and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of trustees (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

RLJ LODGING TRUST

Dated: February 27, 2024

/s/ SEAN M. MAHONEY

Sean M. Mahoney

Executive Vice President and Chief Financial Officer

**Certification Pursuant To
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of RLJ Lodging Trust (the "Company") on Form 10-K for the period ended December 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Leslie D. Hale, President and Chief Executive Officer of the Company, and I, Sean M. Mahoney, Executive Vice President, Chief Financial Officer and Treasurer of the Company, certify, to our knowledge, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

RLJ LODGING TRUST

Dated: February 27, 2024

/s/ LESLIE D. HALE

Leslie D. Hale

President and Chief Executive Officer

/s/ SEAN M. MAHONEY

Sean M. Mahoney

Executive Vice President and Chief Financial Officer

RLJ LODGING TRUST**Amended and Restated
Executive Compensation Clawback Policy**

The Compensation Committee of the Board of Trustees (the "Board") of RLJ Lodging Trust (the "Company") has adopted this Amended and Restated Executive Compensation Clawback Policy (this "Policy") to provide for the recovery of certain incentive compensation in the event of an Accounting Restatement.

Statement of Policy

In the event that the Company is required to prepare an Accounting Restatement, except as otherwise set forth in this Policy, the Company shall recover, reasonably promptly, the Excess Incentive Compensation received by any Covered Executive during the Recoupment Period.

This Policy applies to all Incentive Compensation received during the Recoupment Period by a person (a) after beginning service as a Covered Executive, (b) who served as a Covered Executive at any time during the performance period for that Incentive Compensation and (c) while the Company has a class of securities listed on the New York Stock Exchange (the "NYSE") or another national securities exchange or association. This Policy may therefore apply to a Covered Executive even after that person is no longer a Company employee or a Covered Executive at the time of recovery.

Incentive Compensation is deemed "received" for purposes of this Policy in the fiscal period during which the financial reporting measure specified in the Incentive Compensation award is attained, even if the payment or issuance of such Incentive Compensation occurs after the end of that period. For example, if the performance target for an award is based on total shareholder return for the year ended December 31, 2023, the award will be deemed to have been received in 2023 even if paid in 2024.

Exceptions

The Company is not required to recover Excess Incentive Compensation pursuant to this Policy to the extent the Compensation Committee makes a determination that recovery would be impracticable for one of the following reasons (and the applicable procedural requirements are met):

- (1) after making a reasonable and documented attempt to recover the Excess Incentive Compensation, which documentation will be provided to the NYSE to the extent required, the Compensation Committee determines that the direct expenses that would be paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered; or
- (2) the Compensation Committee determines that recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

Additional Events

The Compensation Committee may specify in any equity award that a grantee's rights, payments, and benefits with respect to the equity award shall be subject to reduction, cancellation, forfeiture, or recoupment upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of the equity award. Such events may include, but shall not be limited to, termination of employment for cause,

termination of the grantee's provision of services to the Company, violation of material Company policies, breach of noncompetition, confidentiality, or other restrictive covenants that may apply to the grantee, or other conduct by the grantee that is detrimental to the business or reputation of the Company. These provisions will generally be limited to a two-year look-back from the occurrence of the event that gives rise to the forfeiture.

Definitions

"Accounting Restatement" means an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period. For the avoidance of doubt, a restatement resulting solely from the retrospective application of a change in generally accepted accounting principles is not an Accounting Restatement.

"Covered Executive" shall mean the Company's Chief Executive Officer, President, Chief Financial Officer, principal accounting officer (or if there is no such accounting officer, the controller), any vice-president of the Company in charge of a principal business unit, division, or function, any other officer who performs a policy-making function for the Company, any other person who performs similar policy-making functions for the Company, and any other employee who may from time to time be deemed subject to this Policy by the Compensation Committee.

"Excess Incentive Compensation" means the amount of Incentive Compensation received during the Recoupment Period by any Covered Executive that exceeds the amount of Incentive Compensation that otherwise would have been received by such Covered Executive if the determination of the Incentive Compensation to be received had been determined based on restated amounts in the Accounting Restatement and without regard to any taxes paid.

"Incentive Compensation" means any compensation (including cash and equity compensation) that is granted, earned, or vested based wholly or in part upon the attainment of a financial reporting measure. For purposes of this definition, a *"financial reporting measure"* is (a) any measure that is determined and presented in accordance with the accounting principles used in preparing the Company's financial statements and any measure derived wholly or in part from such measures, or (b) the Company's stock price and/or total shareholder return. A financial reporting measure need not be presented within the financial statements or included in a filing with the SEC.

"Recoupment Period" means the three completed fiscal years preceding the Trigger Date, and any transition period (that results from a change in the Company's fiscal year) of less than nine months within or immediately following those three completed fiscal years; provided that any transition period of nine months or more shall count as a full fiscal year.

"Trigger Date" means the earlier to occur of: (a) the date the Board, the Audit Committee (or such other committee of the Board as may be authorized to make such a conclusion), or the officer or officers of the Company authorized to take such action if action by the Board is not required, concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement; or (b) the date a court, regulator, or other legally authorized body directs the Company to prepare an Accounting Restatement; in the case of both (a) and (b) regardless of if or when restated financial statements are filed.

Administration

In addition to the conduct-related triggers discussed in the "Additional Events" section above, this Policy is intended to comply with Section 303A.14 of the NYSE Listed Company Manual, Section 10D of the Securities Exchange Act of 1934, as amended (the "Act"), and

Rule 10D-1(b)(1) as promulgated under the Act, and shall be interpreted in a manner consistent with those requirements. The Compensation Committee has full authority to interpret and administer this Policy. The Compensation Committee's determinations under this Policy shall be final and binding on all persons, need not be uniform with respect to each individual covered by this Policy, and shall be given the maximum deference permitted by law.

The Compensation Committee has the authority to determine the appropriate means of recovering Excess Incentive Compensation based on the particular facts and circumstances, which could include, but is not limited to, seeking direct reimbursement, forfeiture of awards, offsets against other payments, and forfeiture of deferred compensation (subject to compliance with Section 409A of the Internal Revenue Code).

Subject to any limitations under applicable law, the Compensation Committee may authorize any officer or employee of the Company to take actions necessary or appropriate to carry out the purpose and intent of this Policy; provided that no such authorization shall relate to any recovery under this Policy that involves such officer or employee.

If the Compensation Committee cannot determine the amount of Excess Incentive Compensation received by a Covered Executive directly from the information in the Accounting Restatement, such as in the case of Incentive Compensation tied to stock price or total shareholder return, then it shall make its determination based on its reasonable estimate of the effect of the Accounting Restatement and shall maintain documentation of such determination, including for purposes of providing such documentation to the NYSE.

No Indemnification or Advancement of Legal Fees

Notwithstanding the terms of any indemnification agreement, insurance policy, contractual arrangement, the governing documents of the Company or other document or arrangement, the Company shall not indemnify any Covered Executive against, or pay the premiums for any insurance policy to cover, any amounts recovered under this Policy or any expenses that a Covered Executive incurs in opposing Company efforts to recoup amounts pursuant to this Policy.

Non-Exclusive Remedy; Successors

Recovery of Incentive Compensation pursuant to this Policy shall not in any way limit or affect the rights of the Company to pursue disciplinary, legal, or other action or pursue any other remedies available to it. This Policy shall be in addition to, and is not intended to limit, any rights of the Company to recover Incentive Compensation from Covered Executives under any legal remedy available to the Company and applicable laws and regulations, including but not limited to the Sarbanes-Oxley Act of 2002, as amended, or pursuant to the terms of any other Company policy, employment agreement, equity award agreement, or similar agreement with a Covered Executive.

This Policy shall be binding and enforceable against all Covered Executives and their successors, beneficiaries, heirs, executors, administrators, or other legal representatives.

Amendment

This Policy may be amended from time to time by the Compensation Committee or the Board.

Effective Date

This Policy shall apply to any Incentive Compensation received on or after October 28, 2023